



Town Board of Trustees

Tuesday, April 25, 2023 at 7:00 pm

**PLEASE SILENCE ALL CELL PHONE AND ELECTRONIC DEVICES.
THANK YOU.**

1. Meeting Information

207 Muegge Way, Bennett, CO 80102

For a live stream of the meeting use the information below:

For a live stream of the meeting use the information below:

<https://us02web.zoom.us/j/84285000718>

Meeting ID: 842 8500 0718

Passcode: 677682

One tap mobile

+16699006833

2. Call to Order

Royce D. Pindell, Mayor

a. Roll Call

3. Pledge of Allegiance

Royce D. Pindell, Mayor

4. Approval of Agenda

Royce D. Pindell, Mayor

5. Consent Agenda

Royce D. Pindell, Mayor

a. April 11, 2023 - Regular Meeting Minutes

Attachments:

- **April 11, 2023 - Regular Meeting Minutes** (04-11-2023_Draft_Minutes.pdf)

Public Comments on Items Not Scheduled for Public Hearing

The Board of Trustees welcomes you. Thank you for joining us for our Town of Bennett Board of Trustees Meeting. If you are not speaking, we ask that you please mute your microphone. For public

comment please sign up on the provided sheet or in the chat box. If you are on the phone, once we get through the sign-up sheet and chat box we will call for any other comments for items not on the agenda.

Your comments will be limited to three (3) minutes. The Board may not respond to your comments this evening, rather they may take your comments and suggestions under advisement and provide direction to the appropriate member of Town staff for follow-up. Thank you.

Regular Business

6. Public Hearing

a. Case No. PZ 2022-0015 Muegge Farms Filing No. 7 Final Development Plan

Resolution No. 971-23 - A Resolution Approving the Muegge Farms Filing No. 7 Final Development Plan
Steve Hebert, Town Planner

Attachments:

- **Public Hearing Script** (0_-_Public_Hearing_Script.PC.pdf)
- **Staff Report Case No. PZ 2022-0015 Muegge Farms Filing No. 7 Final Development Plan** (1_MueggeFarms_F7_FDP_BoT_Staff_Rpt_04_25_23_FINAL__1_.pdf)
- **PowerPoint Presentation** (1_PowerPoint_MueggeFarmsNo7_FDP_BoT_04_25_23_FINAL__1_.pdf)
- **Letter of Intent/Narrative** (2_FDP-_08.01_Letter_of_Intent__Deviation_Letter.pdf)
- **Applicant's Presentation** (3_ApplicantPresentation_MF_F7_FDP_April_25_2023.pdf)
- **Muegge Farms Filing No. 7 Final Development Plan** (4_FDP__3rd_Sub__MUEGGE_FARMS-PA1-FILING_7-FDP__Updt__2023-03-07.pdf)
- **Muegge Farms Outline Development Plan** (5_MueggeFarms_ODP_AmendNo.3_Recorded_Reduced.pdf)
- **Combined Staff and Referral Agency Comments and Responses** (6_FDP-_Muegge_Farms_PA1-Filing_7_-Referral_Comments_Responses.pdf)
- **Resolution No. 971-23 - A Resolution Approving the Muegge Farms Filing No. 7 Final Development Plan** (7_MueggeFarms_FDP_BoT_reso_971-23.pdf)
- **Suggested Motion** (suggested_motion.pdf)

7. Action/Discussion Items

a. The Shops at Bennett Subdivision - Subdivision Agreement, Amendment No. 1

Resolution No. 972-23 - A Resolution Approving a Subdivision Agreement for The Shops at Bennett Subdivision, Amendment No. 1
Dan Giroux, Town Engineer

Attachments:

- **Staff Report The Shops at Bennett Subdivision - Subdivision Agreement, Amendment No. 1** (0_-_SAB_Staff_Report.pdf)
- **The Shops at Bennett Subdivision, Amendment No. 1 Subdivision Agreement** (Shops_at_Bennett_Sub_Amendment_1_Subdivision_Agreement_4-19-2023.pdf)
- **Resolution No. 972-23 - A Resolution Approving a Subdivision Agreement for The Shops at Bennett Subdivision, Amendment No. 1** (2_-_SAB_Sub_Amendment_1_S

A_reso_4-19-2023.pdf)

- **Suggested Motion** (suggested_motion.pdf)

b. Emergency Ordinance Amending Chapter 10 of the Bennett Municipal Code Concerning the Possession, Sale and Consumption of Tobacco and Nicotine Products and Marijuana by Minors

Ordinance No. 769-23 - An Emergency Ordinance Amending Chapter 10 of the Bennett Municipal Code Concerning the Possession, Sale and Consumption of Tobacco and Nicotine Products and Marijuana by Minors

Trish Stiles, Town Manager

Attachments:

- **Staff Report Emergency Ordinance Amending Chapter 10 of the Bennett Municipal Code Concerning the Possession, Sale and Consumption of Tobacco and Nicotine Products and Marijuana by Minors** (0_-_Vaping_Staff_Report_4_25_23.pdf)
- **Ordinance No. 769-23 - An Emergency Ordinance Amending Chapter 10 of the Bennett Municipal Code Concerning the Possession, Sale and Consumption of Tobacco and Nicotine Products and Marijuana by Minors** (1_-_Minor_in_Possess_-_Tobacco__MJ.ord.pdf)
- **Suggested Motion** (2_-_suggested_motion.pdf)

8. Town Manager Report

Trish Stiles, Town Manager

9. Trustee Comments and Committee Reports

Mayor and Trustees

10. Adjournment

Individuals with disabilities who need auxiliary aids in attending the meeting may request assistance by contacting the Town Hall at 207 Muegge Way, Bennett, CO 80102-7806, (303) 644-3249. Please give notice at least 48 hours in advance of the meeting to allow for enough time in making the necessary arrangements.

Contact: Christina Hart (chart@bennett.co.us 1303-644-3249 X1001) | Agenda published on 04/20/2023 at 1:46 PM



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Town Board of Trustees

Minutes

Tuesday, April 11, 2023 at 7:00 pm

PLEASE SILENCE ALL CELL PHONE AND ELECTRONIC DEVICES.

THANK YOU.

1. Meeting Information

207 Muegge Way, Bennett, CO 80102

2. Call to Order

Royce D. Pindell, Mayor

a. Roll Call

Minutes:

Present:

Royce D. Pindell, Mayor

Whitney Oakley, Mayor Pro Tem

Kevin Barden, Trustee

Steve Dambroski, Trustee

Denice Smith, Trustee

Donna Sus, Trustee

Larry Vittum, Trustee

Staff Present:

Trish Stiles, Town Manager

Alison Belcher, Communications and IT Director

Adam Meis, IT and Communications Manager

Ricky Martinez, Utilities Director

Robin Price, Public Works Director

Chad Bunger, Community and Economic Development Director

Greg Thompson, Planning Manager

Dan Giroux, Town Engineer

Savannah Vickery, Community Development Manager

Sarah Shepherd, Public Works Office Coordinator

Mike Heugh, Traffic Engineer

Melinda Culley, Town Attorney

Christina Hart, Town Clerk

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Public Present:

Kathy Smiley
Pat Siegman
Chris McGranahan
Joe Stemo
Irma Ronquillo
Bud Glover
Michael Blumenthal
Karen Henry
Mason Oakley
John Vitella
Harvey Deutsch

3. Pledge of Allegiance

Royce D. Pindell, Mayor

Minutes:

The Pledge of Allegiance was led by Royce D. Pindell, Mayor.

4. Approval of Agenda

Royce D. Pindell, Mayor

Minutes:

Royce D. Pindell, Mayor, recommended amending the agenda that Item No. 8 Subitem a. CASA Childhood Abuse and Awareness be presented after Item No. 7 Subitem a. Case No. 21-08 - Ordinance 768-23 - Bennett Ranch C to R-3.

TRUSTEE VITUM MOVED, MAYOR PRO TEM OAKLEY SECONDED to approve the agenda as amended. The voting was as follows:

Ayes: Dambroski, Oakley, Pindell, Smith, Sus, Vittum, Barden

Nays: None

Royce D. Pindell, Mayor, declared the motion carried by unanimous vote.

5. Consent Agenda

Royce D. Pindell, Mayor

Minutes:

MAYOR PRO TEM OAKLEY MOVED, TRUSTEE DAMBROSKI SECONDED to approve the consent agenda as presented. The voting was as follows:

Ayes: Oakley, Pindell, Smith, Sus, Vittum, Barden, Dambroski

Nays: None

Royce D. Pindell, Mayor, declared the motion carried by unanimous vote. **1. Action:** Approval of March 28, 2023, Regular Meeting Minutes **2. Action:** Approval of Resolution No. 967-23 - A Resolution Approving an Assignment to the Subdivision Agreement for Brunner Subdivision Filing No. 1

PUBLIC COMMENTS NOT ON THE AGENDA

Bud Glover, 420 Pinehurst Court, commented on the state of the Kiowa Bennett Road and requested an Antelope Hills water quality report.

Irma Ronquillo, 440 2nd Street, commented about recycling opportunities and asked about who's responsibility is alley clean-up behind her home.

a. March 28, 2023 - Regular Meeting Minutes

b. Assignment of Subdivision Agreement for Brunner Subdivision Filing No. 1

Resolution No. 967-23 - A Resolution Approving an Assignment to the Subdivision Agreement for Brunner Subdivision Filing No. 1

Public Comments on Items Not Scheduled for Public Hearing

The Board of Trustees welcomes you. Thank you for joining us for our Town of Bennett Board of Trustees Meeting. If you are not speaking, we ask that you please mute your microphone. For public comment please sign up on the provided sheet or in the chat box. If you are on the phone, once we get through the sign-up sheet and chat box we will call for any other comments for items not on the agenda.

Your comments will be limited to three (3) minutes. The Board may not respond to your comments this evening, rather they may take your comments and suggestions under advisement and provide direction to the appropriate member of Town staff for follow-up. Thank you.

Regular Business

6. Action/Discussion Items

a. Renaming The Field of Dreams

Resolution No. 968-23 - A Resolution Renaming The Field of Dreams The Joe Stemo Ballfield

Minutes:

TRUSTEE BARDEN MOVED, TRUSTEE SUS SECONDED to approve Resolution No. 968-23 - A Resolution Renaming The Field of Dreams The Joe Stemo Ballfield. The voting was as follows:

Ayes: Pindell, Smith, Sus, Vittum, Barden, Dambroski, Oakley

Nays: None

Royce D. Pindell, Mayor, declared the motion carried by unanimous vote,

Royce D. Pindell, Mayor called for a recess at 8:17 p.m.

The meeting resumed at 8:25 p.m.

7. Public Hearing

a. Case No. 21.08 - Ordinance No. 768-23 - Bennett Ranch C to R-3 Rezoning

Ordinance No. 768-23 - An Ordinance Approving a Rezoning of a Portion of the Bennett Ranch Commercial Property

Minutes:

Royce D. Pindell, Mayor, opened the public hearing for Case No. 21.08 - A request to rezone 6.84 acres from C - General Commercial District to R-3 - High-Density Residential District.

The public hearing was opened at 7:19 p.m.

Christina Hart, Town Clerk, stated that in accordance with the Colorado State Statute, a notice of the public hearing was properly posted and published in the Eastern Colorado News on March 10 and March 24, 2023. Legal #2791.

Steve Hebert, Planning Manager, presented Case No. 21.08 - ordinance no. 768-23 - Bennett Ranch C to R-3 rezoning to the Board.

PUBLIC COMMENTS

Irma Ronquillo, 440 2nd Street, Bennett, CO, commented on the many homes being built in Bennett and the increase in local traffic. Additionally, Ms. Ronquillo asked what types of activities are planned for local kids.

The public hearing was closed at 8:06 p.m.

MAYOR PRO TEM OAKLEY MOVED, TRUSTEE SUS SECONDED to approve Ordinance No. 768-23 - An ordinance approving a rezoning of a portion of the Bennett Ranch Commercial Property. The voting was as follows:

Ayes: Sus, Barden, Dambroski, Oakley, Pindell

Nays: Smith, Vittum

Royce D. Pindell, Mayor, declared the motion passed 5 to 2.

b. Case No. PZ 2022-0016 Muegge Farms Filing No. 7 Final Plat

Resolution No. 969-23 - A Resolution Approving a Final Plat for Muegge Farms Filing No. 7

Minutes:

Royce D. Pindell, Mayor, opened the public hearing for Case No. PZ 2022-0016 - Muegge Farms Filing No. 7 Final Plat.

The public hearing was opened at 8:30 p.m.

Christina Hart, Town Clerk, stated that in accordance with the Colorado State Statute, a notice of the public hearing was properly posted and published in the Eastern Colorado News on March 10, 2023. Legal #2792.

Steve Hebert, Planning Manager, presented Case No. PZ 2022-0016 Muegge Farms Filing No. 7 Final Plat to the Board.

PUBLIC COMMENTS

There were no public comments presented.

The public hearing was closed at 9:03 p.m.

TRUSTEE VITTUM MOVED, TRUSTEE SUS SECONDED to approve Resolution No. 969-23 - A resolution approving a Final Plat for Muegge Farms Filing No. 7. The voting was as follows:

Ayes: Sus, Vittum, Barden, Dambroski, Oakley, Pindell, Smith

Nays: None

Royce D. Pindell, Mayor, declared the motion carried by unanimous vote.

8. Action/Discussion Items

a. CASA Childhood Abuse and Awareness Proclamation

Minutes:

Royce D. Pindell, Mayor welcomed Lindsay Salas, CASA Chief Executive Officer, representing on behalf of CASA and Childhood Abuse Awareness Month.

Ms. Salas thanked the Board for recognizing an important month. The recognition brings awareness to the community about strengthening families.

Royce D. Pindell, Mayor, recited the CASA Childhood Abuse and Awareness Proclamation.

b. Custer Street Utility Bypass Construction

Minutes:

Ricky Martinez, Utility Director, presented the Custer Street Utility Bypass Project to the Board.

MAYOR PRO TEM OAKLEY MOVED, TRUSTEE BARDEN SECONDED to authorize Town Staff a waiver of the request for bid process for the additional scope of the Custer Water Line Extension and authorize the Mayor and Town of Bennett to execute a standard Town contract agreement for the Custer Street Utility Bypass Project with Dan's Custom Construction, Inc., for \$1,851,900. The voting was as follows:

Ayes: Vittum, Barden, Dambroski, Oakley, Pindell, Smith, Sus

Nays: None

Royce D. Pindell, Mayor, declared the motion carried by unanimous vote,

c. Resolution in Opposition of Senate Bill 23-213

Resolution No. 970-23 - A Resolution of the Town of Bennett in Opposition to Statewide Land Use and Zoning Preemptions in Senate Bill 23-213

Minutes:

TRUSTEE BARDEN MOVED, TRUSTEE VITTUM SECONDED to approve Resolution No. 970-23 - A resolution of the Town of Bennett in opposition to Statewide Land Use and Zoning. The voting was as follows:

Ayes: Barden, Dambroski, Oakley, Pindell, Smith, Sus, Vittum

Nays: None

Royce D. Pindell, Mayor, declared the motion carried by unanimous vote,

9. Town Manager Report

Minutes:

- The water hearing determination variance has been pushed back to November. A "friendly" objection was filed to the Paintbrush Hills variance.
- Staff worked with the Sheriff's Office and Colorado State Patrol to gather data on Kiowa Bennett

Road regarding traffic and weight volume and address Overweight Vehicles operating without a permit.

- Kiowa Bennett Road improvements are slated to begin on April 17th. Arapahoe County will assist with the cost of restriping from the Roadback Share fund.
- Two seats are available on the Sales Tax Oversight Committee. Three applications have been received. Trustee Sus and Mayor Pro Tem Oakley will assist with the interviews.
- Peter Kozinski will be attending the Small Communities Forum on May 4th to further discuss the bridge over I-70. Peter shared additional resources for funding with Town staff.
- April 25th - Study Session canceled. The NOMCOM ribbon cutting will take place on April 25th at 5:45 p.m.
- July 21st - State of the Town

10. Trustee Comments and Committee Reports

Mayor and Trustees

Minutes:

Whitney Oakley, Mayor Pro Tem, reported on the following:

- Adams County Sheriff is hosting a community meeting at Anythink Library on April 13th at 6:30 p.m.

Kevin Barden, Trustee, reported on the following:

- Expressed his gratitude to Town staff for drafting the resolution for the Joe Stemo Ballfield.

Donna Sus, Trustee, reported on the following:

- The I-70 Community Facebook group meets at 6:30 p.m. on the first Tuesday of the month at May Farms. She has plans to attend the May 3rd meeting as a representative of the Town of Bennett.

Larry Vittum, Trustee, reported on the following:

- Attended DRCOG on April 5th.

11. Adjournment

Minutes:

TRUSTEE DAMBROSKI MOVED, TRUSTEE VITTUM SECONDED to adjourn the meeting. The meeting was adjourned at 10:00 p.m. Voting was as follows:

Ayes: Dambroski, Oakley, Pindell, Smith, Sus, Vittum, Barden

Nays: None

Royce D. Pindell, Mayor, declared the motion carried by unanimous vote.

Minutes Approved:

Royce D. Pindell, Mayor

Christina Hart, Town Clerk

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DRAFT

Contact: Christina Hart (chart@bennett.co.us 1303-644-3249 X1001) | Minutes published on 04/19/2023 at 1:00 PM

**QUASI-JUDICIAL PUBLIC HEARING SCRIPT
BOARD OF TRUSTEES**

MAYOR: I will now open the public hearing on the following application: An application for **Case No. PZ 2022-0015 – Muegge Farms Filing No. 7 Final Development Plan.**

The purpose of the hearing is to provide a public forum for all interested parties who wish to comment on an application before the Board of Trustees. If you wish to speak please write your name and address on the sign-up sheet or in the chat box and you will be called on.

The Procedure for the public hearing will be as follows:

FIRST, there will be a presentation by the Town staff.

NEXT, we will have a presentation by the applicant.

After these two presentations we will allow people who signed up to speak for up to 3 minutes each. Please **DO NOT REPEAT** points made by others. It is fine to say, "I agree with the previous speaker's comments". Please direct your comments to the Board, not the applicant or Town staff.

After receiving public comments, we will allow the applicant an opportunity to respond.

NEXT, the Board may ask questions of anyone who testified.

I will then close the public hearing and no further testimony or other evidence will be received. The Board will discuss the matter and may take some kind of action.

Public hearings are recorded for the public record. All testimony must be presented, after you give your full name and address.

MAYOR: Do we have proper notification?

[Town Clerk to confirm on record notice has been provided]

Do any Trustees have any disclosures?

[Trustees to disclose conflicts of interests, ex parte contacts, etc]

Town staff, please introduce the applicant and provide your staff report.

[Staff presentation]

Will the applicant or the applicant's representative present the application?

[Applicant presentation]

Do any of the Trustees have questions of the applicant or Town staff?

[Question and Answer]

MAYOR: I will now open the public comment portion of the public hearing. For those wishing to speak, please clearly state your name and address for the record.

Has anyone signed up to speak at this public hearing?

[If more than one person has signed in, call them in order.]

Is there any interested party in the audience that has not signed up but who wishes to speak regarding the application?

[Additional public comment]

If there is no more public comment, I will now close the public comment portion of the public hearing.

MAYOR: Does the applicant wish to respond to any of the comments?

[Opportunity for applicant to provide any rebuttal evidence]

MAYOR: Before we turn to Trustee questions and deliberation, I want to state that the documents included within the record for this public hearing include all application materials submitted by the applicant; all materials included in the Trustee packets; any PowerPoint or other presentations given tonight; all written referral and public comments received regarding the application; the public comment sign-up sheet; the public posting log and photographs of the notice, and the Town's subdivision and zoning ordinances and other applicable regulations. Does anyone have any objection to inclusion of these items in the record?

MAYOR: I will now close the public hearing and the Trustees will deliberate on the evidence presented. During deliberations, Trustees may ask questions of Town staff, but no further public comment or other testimony or evidence will be received.

Who would like to begin?

Who is next?

Any other questions or comments

[If anyone believes the applicable criteria have not been met, then please explain why so we have those reasons for the record.]

MAYOR: We have a draft Resolution in front of us and I would entertain a motion.

May we have a Roll-Call vote?

Motion carries/fails.

STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees
FROM: Steve Hebert, Planning Manager
DATE: April 25, 2023
SUBJECT: Case No. PZ 2022-0015 Muegge Farms Filing No. 7 Final Development Plan

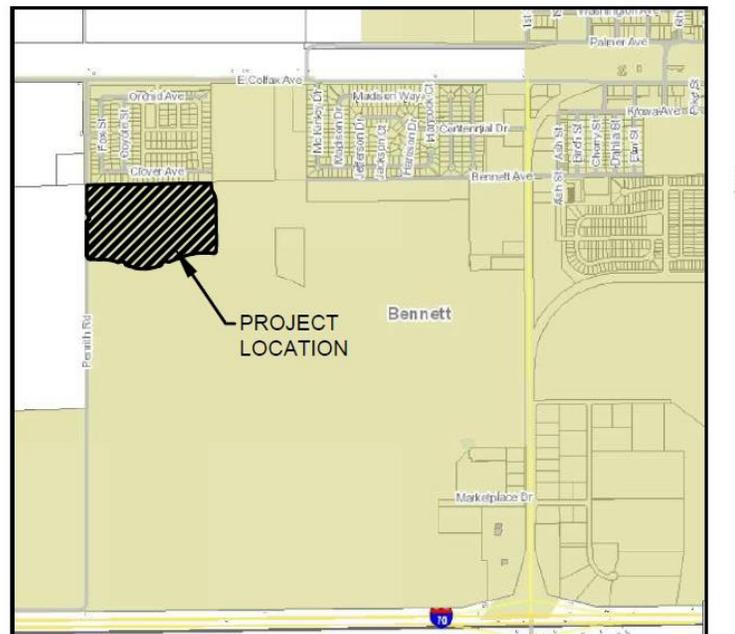
Applicant/Representative(s): Muegge Farms, LLC/MGV Investments, LLC, John Vitella/Jim Marshall

Location: South of SkyView and Brunner Subdivisions and North of the Future Civic Center Drive

Purpose: Final Development Plan for Muegge Farms Filing No. 7

Background

The applicant has submitted a final development plan (FDP) application for a 243-lot subdivision known as Muegge Farms Filing No. 7. The final plat was approved by the Board of Trustees on April 11, 2023. An FDP for a single-family subdivision focuses on site details of common areas such as the park, stormwater ponds, drainage channel and entryway landscaping. The FDP also proposes various single-family house elevations. The property is located immediately south of the SkyView and Brunner subdivisions. The subdivision is bordered on the west by the future Penrith Road extension, on the south by the future Civic Center Drive and on the east by Lark Sparrow Way. See the vicinity map below.



VICINITY MAP

The property is zoned PD as part of the Muegge Farms Outline Development Plan (ODP) and lies within Planning Area 1 (PA-1) of the ODP. See the applicant's letter of intent in the packet for a description of the proposed neighborhood and amenities.

Proposed Site Improvements

The map below shows the various common areas included in the Muegge Farms Filing 7 FDP.



The images below illustrate the landscape design elements of the various common areas. See the applicant's presentation for more illustrations. Many of the plant materials were selected with water conservation in mind, yet will provide for an attractive landscape.

Streetscape Typical - Curb Space with Rock Mulch, Shrubs and Ornamental Grasses



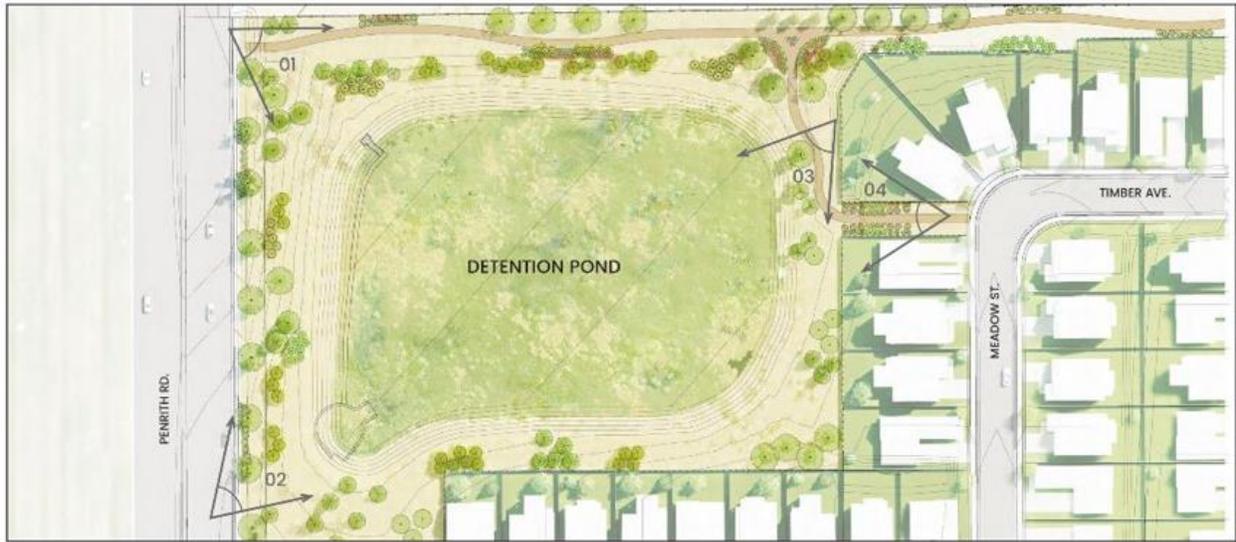
Neighborhood Entry - Mix of Trees, Shrubs, Native Grasses, Monument Sign



Perimeter Trail - 8-ft. Walk, Trees, Shrubs and Native Grasses



Northwest Detention Pond - Trees, Shrubs, Planting Beds, Low Grow Seed Mix



Infiltration Pond - Trees, Shrubs, Planting Beds, Low Grow Seed Mix



Drainage Channel - Trees, Shrubs, Planting Beds, Low Grow Seed Mix



Park



Proposed Home Elevations

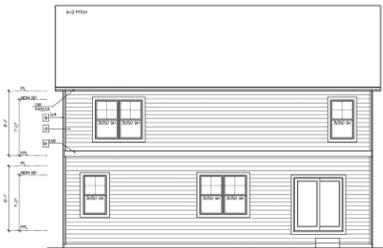
Below are a series of proposed elevations of the single-family detached homes in the neighborhood.



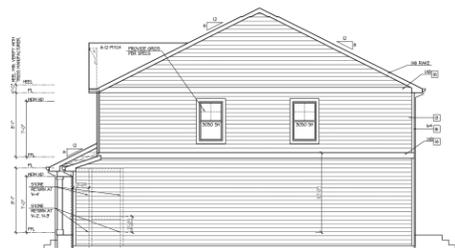
Front Elevation 'H-3'
SCALE: NTS



Left Elevation 'H'
SCALE: NTS



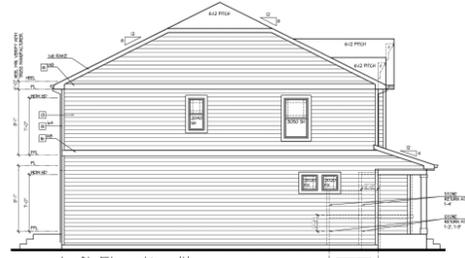
Rear Elevation 'H'
SCALE: NTS



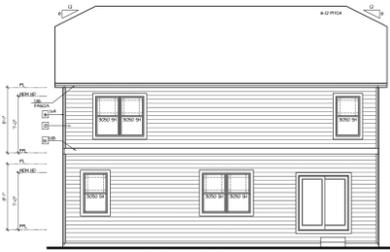
Right Elevation 'H'
SCALE: NTS



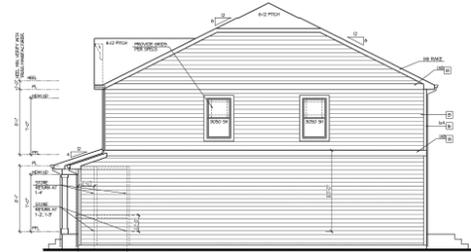
Front Elevation '1-3'
SCALE: NTS



Left Elevation '1'
SCALE: NTS



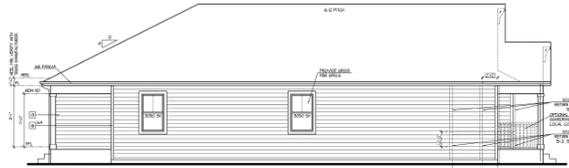
Rear Elevation '1'
SCALE: NTS



Right Elevation '1'
SCALE: NTS



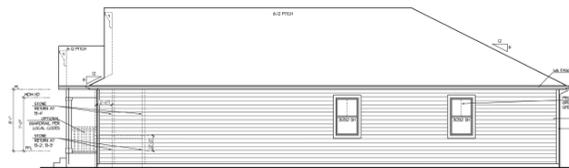
Front Elevation 'B-3'
SCALE: NTS



Left Elevation 'B'
SCALE: NTS



Rear Elevation 'B'
SCALE: NTS



Right Elevation 'B'
SCALE: NTS

Referral Agency Review and Comments

The proposed Muegge Farms Filing No. 7 Final Plat was sent to several referral agencies for comment, including:

1. Town Planning
2. Town Engineer
3. Town Traffic Engineer
4. Town Attorney
5. Bennett-Watkins Fire Rescue (BWFR)

6. CORE Electric Cooperative
7. Colorado Natural Gas (CNG)
8. Bennett School District 29J

Each of the agencies had comments or recommendations that are either reflected on the FDP document or will be addressed at later stages of the review process such as the subdivision agreement, construction documents or building permits. General cleanup of the document to include all agency comments will be completed before recording.

Public Comment

Notice of the April 25, 2023 Board of Trustees hearing was published in the Eastern Colorado News, posted on the subject property and sent to all property owners within 300 feet of the property. No comments, other than those from the referral agencies, have been received to date.

Staff Findings and Recommendation

The Muegge Farms Filing 7 subdivision is part of Planning Area 1 (PA-1) of the Muegge Farms Outline Development Plan (ODP). A copy of the ODP is included in the Board of Trustees meeting packet for this agenda item. The ODP includes sections on:

- Project Principles
- Development Concept and Intent
- Site Access and Circulation
- Bulk and Dimension Standards (lot size, building setbacks, building separation, maximum building height, etc.)
- Development Standards and Guidelines
- Architectural Standards

Staff finds the proposed Final Development Plan:

1. is consistent with the intent of the Town of Bennett Comprehensive Plan;
2. complies with the provisions of Chapter 16 – Land Use and Development of the Bennett Municipal Code;
3. is consistent with the intent of the approved Muegge Farms Outline Development Plan; and
4. conforms with the intent of the Town of Bennett Development Design Guidelines.

Staff recommends the Board of Trustees adopt Resolution 971-23 approving the Muegge Farms Filing 7 Final Development Plan, subject to the following conditions:

1. Before recording the FDP, the applicant shall make minor modifications directed by Town Staff, the Town Attorney and the Town Engineer, including the addition of light fixture specifications to match those in Muegge Farms Filing No. 4.

Attachments

1. Staff PowerPoint Presentation (PDF)
2. Letter of Intent/Narrative
3. Applicant's Presentation
4. Muegge Farms Filing No. 7 Final Development Plan
5. Muegge Farms Outline Development Plan
6. Combined Staff and Referral Agency Comments and Responses
7. Proposed Resolution No. 971-23

A dark blue silhouette of a water tower with a hexagonal top and two vertical legs, positioned on the right side of the page. The background features a stylized landscape with rolling hills in shades of green and yellow, and a blue sky with light blue clouds.

Case No. PZ 2022-0015 Muegge Farms Filing No. 7 Final Development Plan

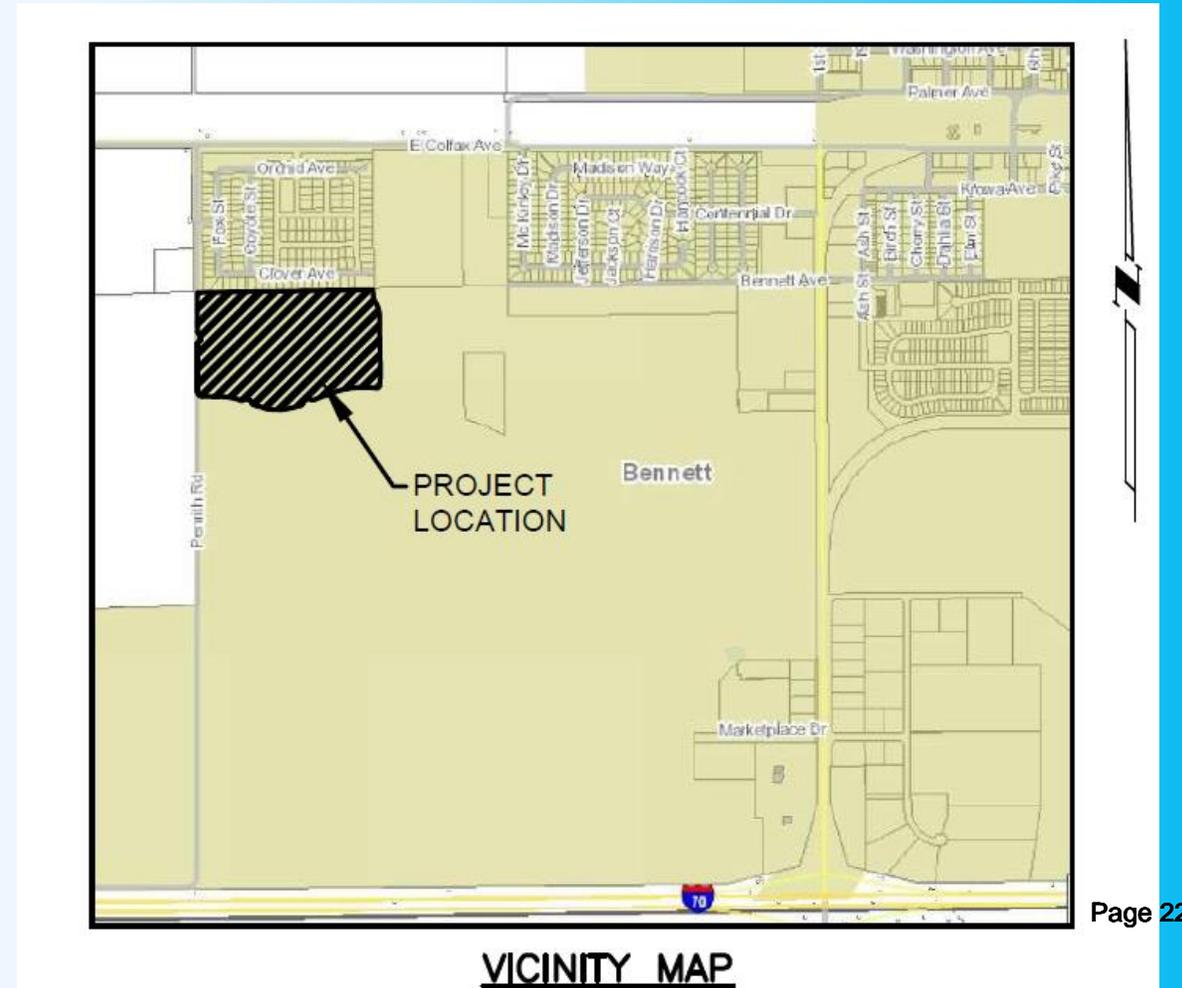
Board of Trustees

April 25, 2023

Steve Hebert, Planning Manager

Muegge Farms Filing No. 7 Final Development Plan

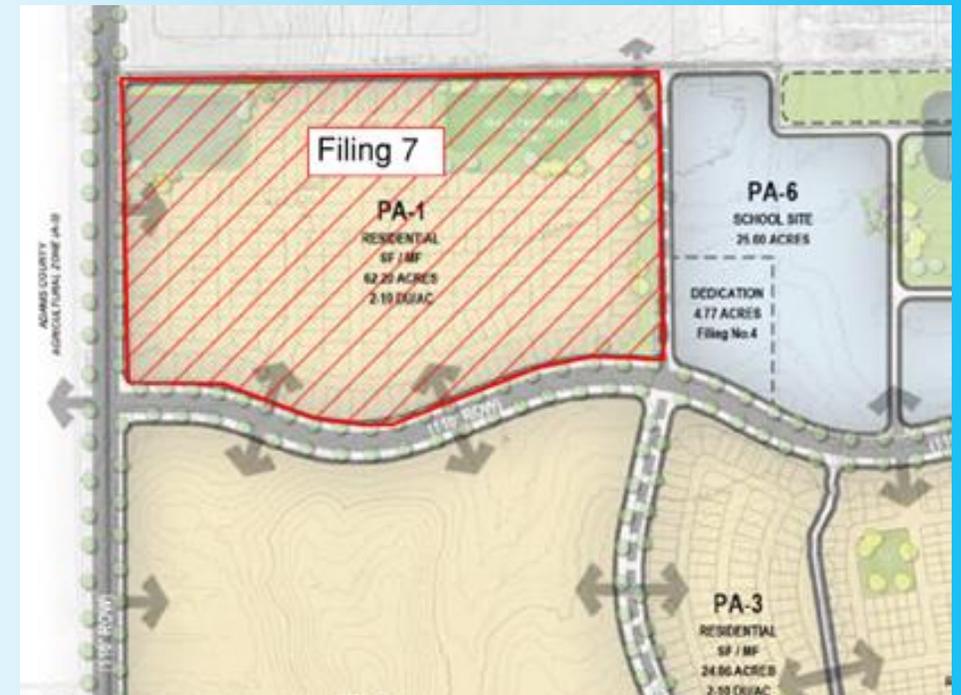
- 60.6 acres in Muegge Farms
- South of SkyView and Brunner Subdivisions and North of the Future Civic Center Drive
- Zoned Planned Development (PD) in Muegge Farms Outline Development Plan (ODP)
- PA-1 Subarea Zone allows single and multi-family land uses
- Final plat approved by the Board on April 11, 2023



Muegge Farms Outline Development Plan (ODP)



Single-Family and Multi-Family
2–10 Dwelling Units/Acre in PA-1



Muegge Farms Outline Development Plan (ODP)

The ODP includes sections on:

- Project Principles
- Development Concept and Intent
- Site Access and Circulation
- Bulk and Dimension Standards (lot size, building setbacks, building separation, maximum building height, etc.)
- Development Standards and Guidelines
- Architectural Standards

Purpose of a Final Development Plan (FDP)

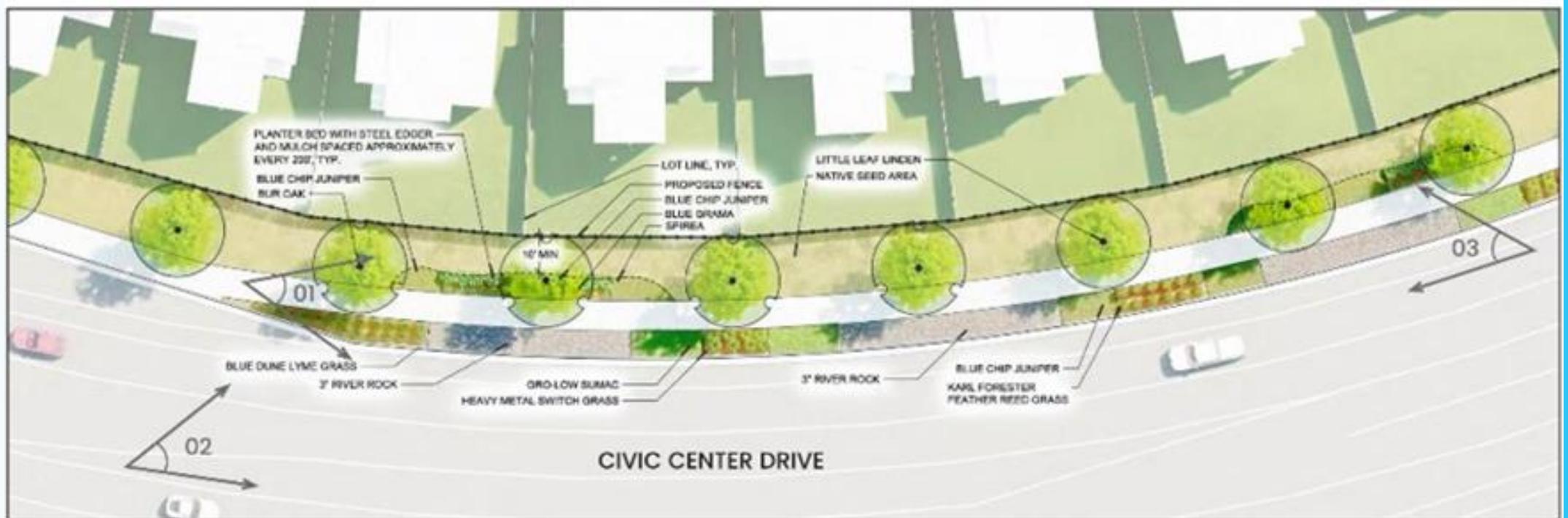
For Single-Family Residential

- Unlike commercial properties, we concentrate on design details of public or common spaces
- 1.25-acre park
- Several open space, trails and drainage improvements
- Architectural style of homes



Typical Streetscape

Curb Space with Rock Mulch, Shrubs and Ornamental Grasses



Neighborhood Entry

Mix of Trees, Shrubs, Native Grasses, Monument Sign



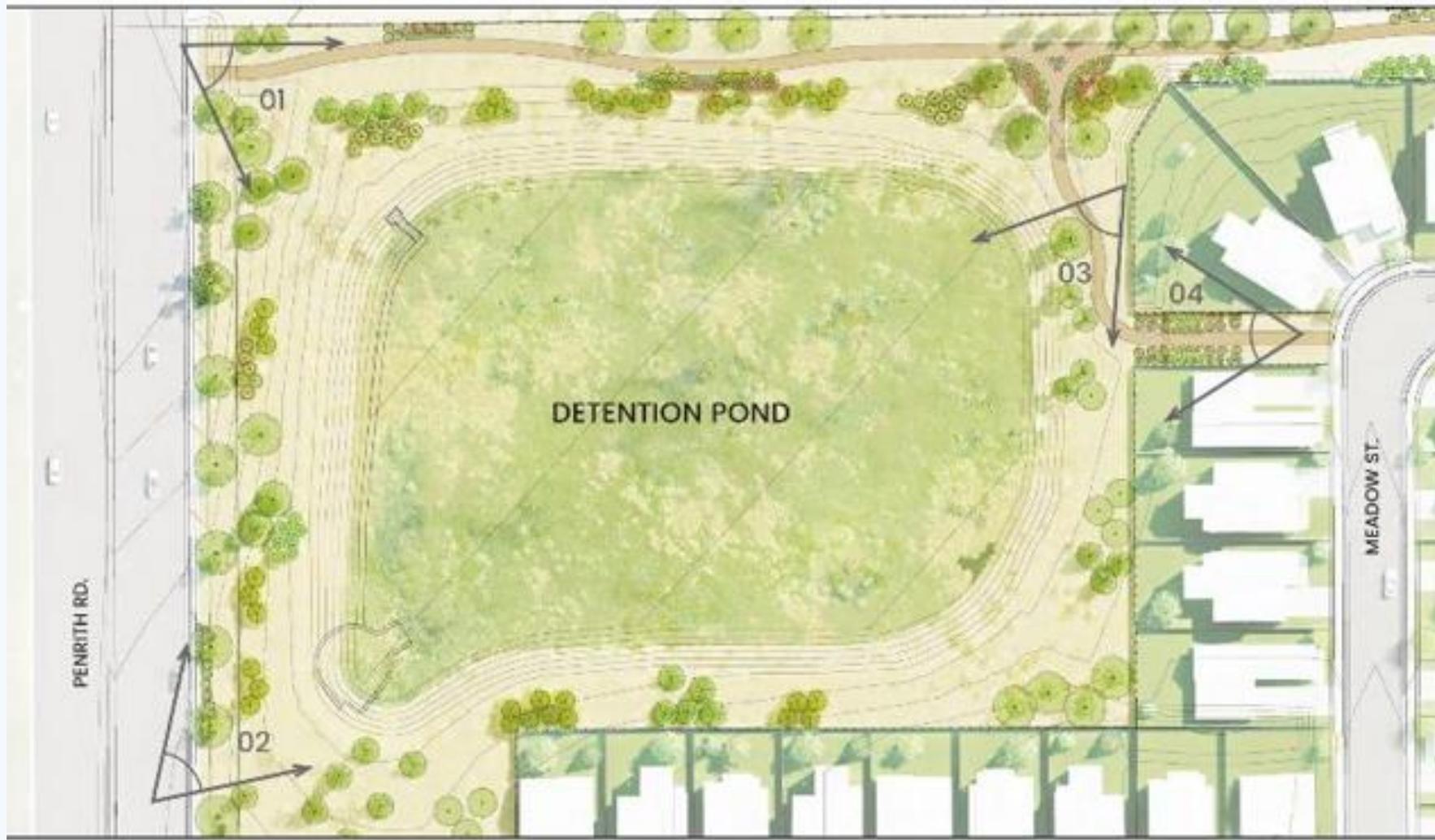
Perimeter Trail

8-ft. Walk, Trees, Shrubs and Native Grasses



Northwest Detention Pond

Trees, Shrubs, Planting Beds, Low Grow Seed Mix



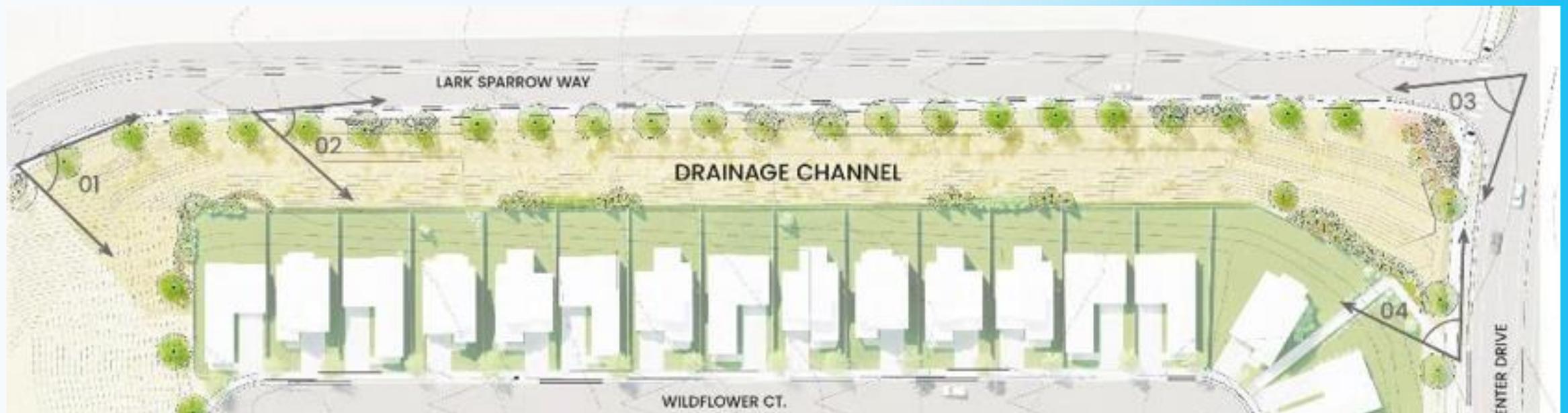
Northeast Infiltration Pond

Trees, Shrubs, Planting Beds, Low Grow Seed Mix



Drainage Channel on East Side

Trees, Shrubs, Planting Beds, Low Grow Seed Mix



Neighborhood Park

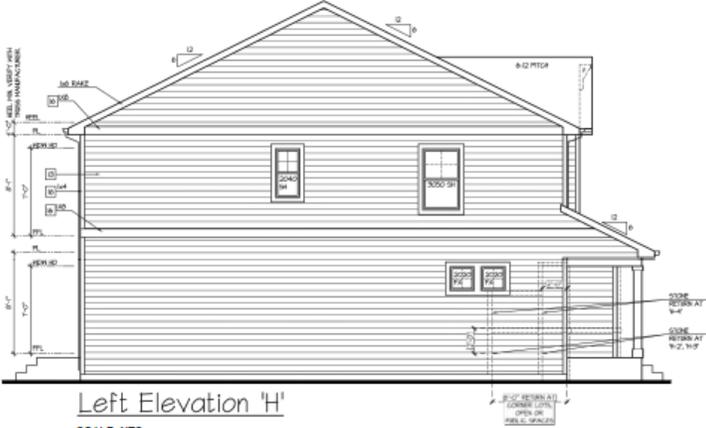


House Architecture

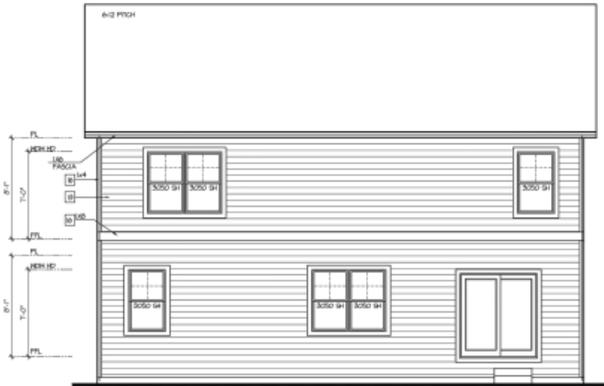
Two-Story, Front Porch, Mix of Materials, Windows on All Four Sides



Front Elevation 'H-3'
SCALE: NTS



Left Elevation 'H'
SCALE: NTS



Rear Elevation 'H'
SCALE: NTS



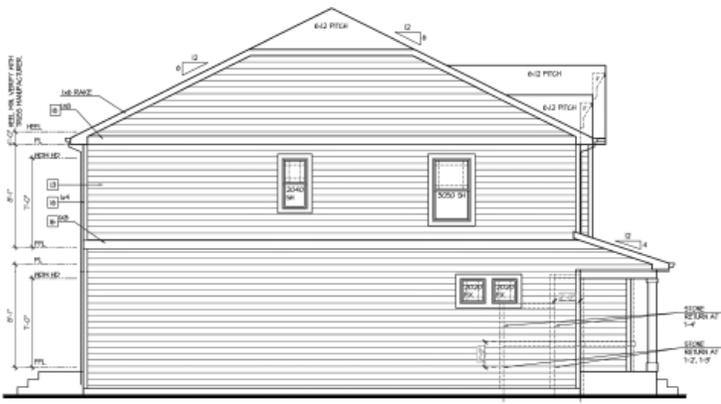
Right Elevation 'H'
SCALE: NTS

House Architecture

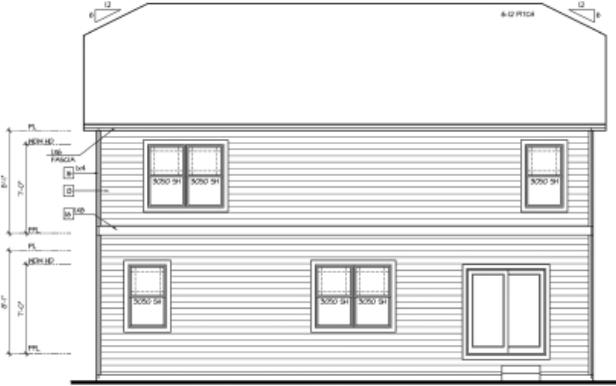
Two-Story, Front Porch, Mix of Materials, Windows on All Four Sides



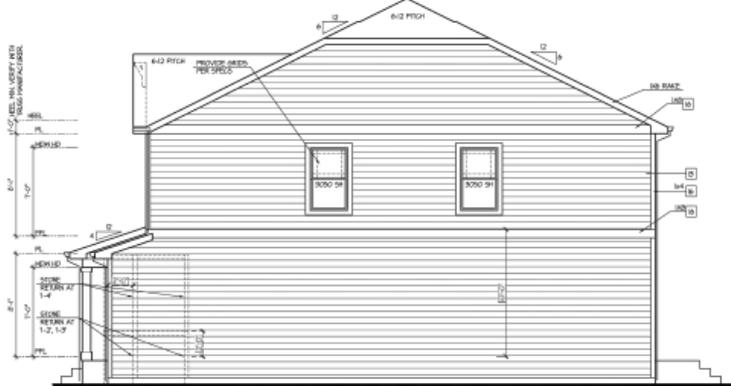
Front Elevation '1-3'
SCALE: NTS



Left Elevation '1'
SCALE: NTS



Rear Elevation '1'
SCALE: NTS



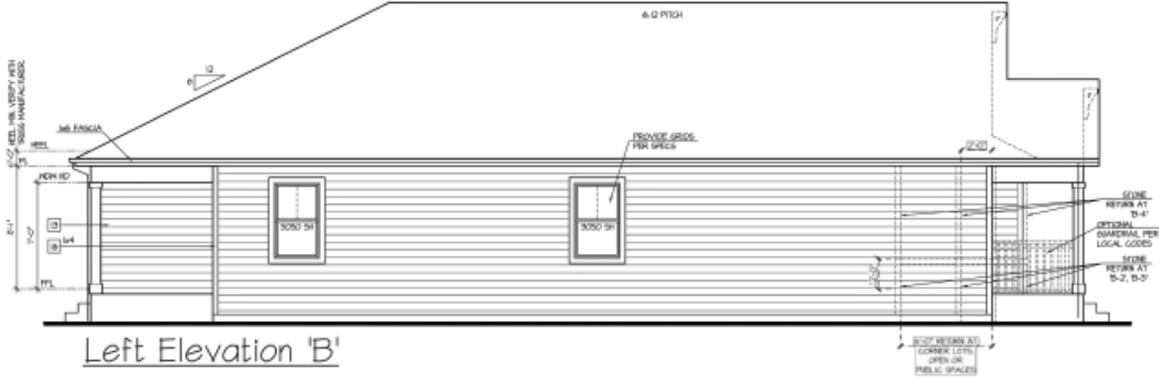
Right Elevation '1'
SCALE: NTS

House Architecture

One-Story, Front Porch, Mix of Materials, Windows on All Four Sides



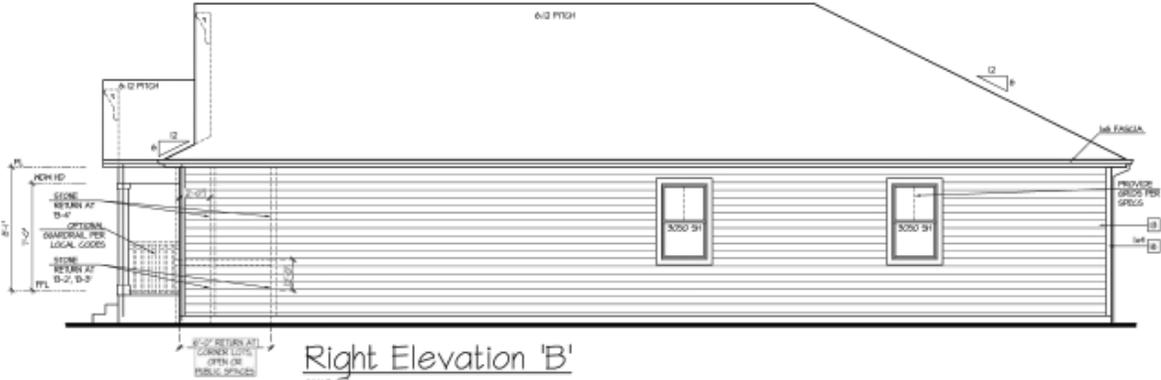
Front Elevation 'B-3'
SCALE: NTS



Left Elevation 'B'
SCALE: NTS



Rear Elevation 'B'
SCALE: NTS



Right Elevation 'B'
SCALE: NTS

Staff Findings on Case No. PZ 2022-0015

Staff finds the proposed Final Development Plan:

1. is consistent with the intent of the Town of Bennett Comprehensive Plan;
2. complies with the provisions of Chapter 16 – Land Use and Development of the Bennett Municipal Code;
3. is consistent with the intent of the approved Muegge Farms Outline Development Plan; and
4. conforms with the intent of the Town of Bennett Development Design Guidelines.

Staff Recommendation

Staff recommends the Board of Trustees adopt Resolution 971-23 approving the Muegge Farms Filing 7 Final Development Plan, subject to the following conditions:

Before recording the FDP, the applicant shall make minor modifications directed by Town Staff, the Town Attorney and the Town Engineer.

(See Proposed Resolution)



LETTER OF INTENT

July 15, 2022



Steve Hebert, AICP
Planning & Economic Development Manager
207 Muegge Way | Bennett CO, 80102
(303)644-3249 ext. 1030 | shebert@bennett.co.us
townofbennett.colorado.gov

Dear Steve,

OUR VISION

Where and how we choose to live can affect our health and well-being. Whether we call ourselves first time home buyers, move up family home buyers, empty-nesters, active adults, near-seniors, or residents, “community” is more important than ever. Where and how we choose to live makes a difference. It matters even more as we grow. The neighborhood and housing we select can help keep us stay active, connected, and engaged.

MUEGGE FARMS

Muegge Farms is approximately 700 acres of relatively flat terrain generally located in Section 33 and the Southeast Quarter of Section 32, of Township 3 South, Range 63 West of the 6th Principal Meridian, Town of Bennett, Adams County, Colorado. The site lies at the northwest corner of Interstate-70 and State Highway 79 - the gateway to the central business district of the Town of Bennett. The parcel was annexed to the Town of Bennett in March of 2001 and is zoned Planned Development for a variety of land uses under an Outline Development Plan (ODP).



THE APPLICATION / FINAL DEVELOPMENT PLAN PA - 1

Planning Area - 1 is a parcel of ground approximately 60.6 Acres in size in the overall Muegge Farms Community as depicted. The site plan includes 243 Single Family lots nominally sized at approximately 5,500 sf with dimensions of 50' in width, and 100' to 110' in depth. The site design of PA-1 follows the guiding project principles of the ODP creating a complete, connected and diverse community that will fit within the existing character in the Town of Bennett.

The site plan proposes a central park that is within walking distance, or a short bike ride of all homes. This park proposes grassy areas for active play as well as passive areas with display gardens and seating areas. A tot lot that accommodates ages 5-12 is proposed in the Northern section of the park. Furthermore, a covered pergola





for shade is proposed adjacent to the playground with a proposed picnic area for gatherings. The Southern portion of the park is programmed for seating, grilling, and picnicking. Natural stone slab benches for seating are nestled into the landscape while a combination of crusher fines and hardscape frame shrub beds housing plant material that is pollinator friendly.

This neighborhood 'meet-up' anticipates promoting active areas along with more passive features and will strengthen the neighborhood's connection to community and accommodate residents for great places to sit and read, catch up on e-mail, and talk with friends. Getting to these meeting places provides some of the physical activity that keeps us healthy. Being there in the company of friends provides the critical social interactions that keep us connected and engaged. Being part of a community also triggers an informal network of folks who might keep an eye out for each other.

The site plan encourages multi modal transportation with sidewalks proposed adjacent to all streets within the community. The sidewalks provide a safe opportunity for people to walk to the park with the furthest distance being less than 1000'.

Other features of Planning Area - 1 include an infiltration pond in the North East corner of the site. This pond has been sized to accommodate on-site drainage for the proposed site plan and the Brunner Subdivision adjacent to the north, as well as off-site drainage from a portion of future development in Planning Area-2 to the south. Additionally, a detention pond in the North West corner of the site has been sized to accommodate storm flows from the proposed site plan as well as a portion of future development to the South in Planning Area-2.

Proposed pedestrian walks are configured in a holistic system that connects the parcel to the Town of Bennett's regional trail system. The trail system on the northern edge of Planning Area-1, as seen in the trails and sidewalks plan, will create a trail connection proposed within the Bennett Regional Trail Plan.

We believe the site plan design of Planning Area - 1 will further expand the connection of this parcel to future parcels within Muegge Farms while also bridging the gap and complimenting the existing character in the Town of Bennett.

Sincerely,

Paul Shoukas
PCS Group



PURPOSE STATEMENT

THE PROPOSED FINAL DEVELOPMENT PLAN OUTLINED IN THIS SUBMITTAL, IS TO PROVIDE THE TOWN OF BENNETT A SITE PLAN THAT INCORPORATES A LAYOUT AND DESIGN FOR SINGLE FAMILY LOTS, ROADS, SIDE WALKS, PARK, AND TRAILS FOR 60.597 ACRES THAT DEFINES PLANNING AREA - 1. THIS PORTION OF LAND IS WITHIN THE OVERALL APPROXIMATE 702 ACRE MUEGGE FARMS DEVELOPMENT. THE SITE PLAN, LOCATED IN THE NORTHERN BOUNDARY OF THE OVERALL MUEGGE FARMS DEVELOPMENT, WILL PROVIDE 243 SINGLE FAMILY RESIDENTIAL FAMILY HOMES APPROXIMATELY 5500 SQUARE FEET IN SIZE, A CENTRAL POCKET PARK, A DETENTION POND AND INFILTRATION POND. THE GROWING COMMUNITY OF THE TOWN OF BENNETT.





July 15, 2022

Mr. Daniel Giroux, P.E.
Terramax, Inc.
4220 Golf Vista Drive
Loveland, CO 80537

Subject: Muegge Farms Filing 7 Deviation from Criteria

Dear Mr. Giroux:

The purpose of this letter is notating the areas where we have deviated from the Town of Bennett Criteria.

In order to minimize the quantity of imported material for the site we have designed the roadways with a minimum slope of 0.75%.

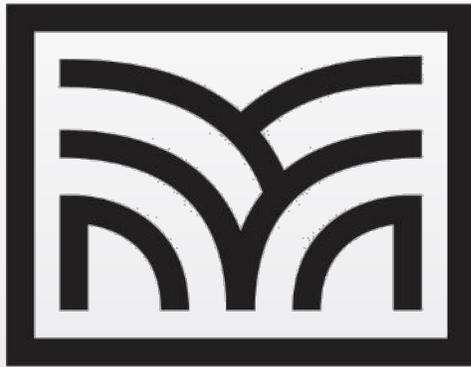
The waterline has been designed at depths greater than 6' in order to reduce the number of mechanical lowerings in the system.

The criteria for a local roadway in the minor storm (10 year) allows for the spread to go to the crown of the road without curb overtopping. We have utilized a depth to the back of walk. The spread using this depth will still be 1.67' short of the crown leaving a total width of 3.33' free of flow during the minor event at the crown.

Sincerely,
EMK Consultants, Inc.

Gary A. Walter, P.E.
Project Engineer





MUEGGE FARMS

PA-1

Board of Trustees

- April 25, 2023

Bennett, CO

Design Team

Applicant

MGV Investments, LLC

Traffic Consultant

LSC Transportation Consultants,
Inc

Land Planning & Landscape Architecture

PCS Group

Environmental Consultants

Tiglas Ecological Services

Civil Engineering

EMK Consultants, Inc.

Owner

Muegge Farms, LLC

About the Applicant



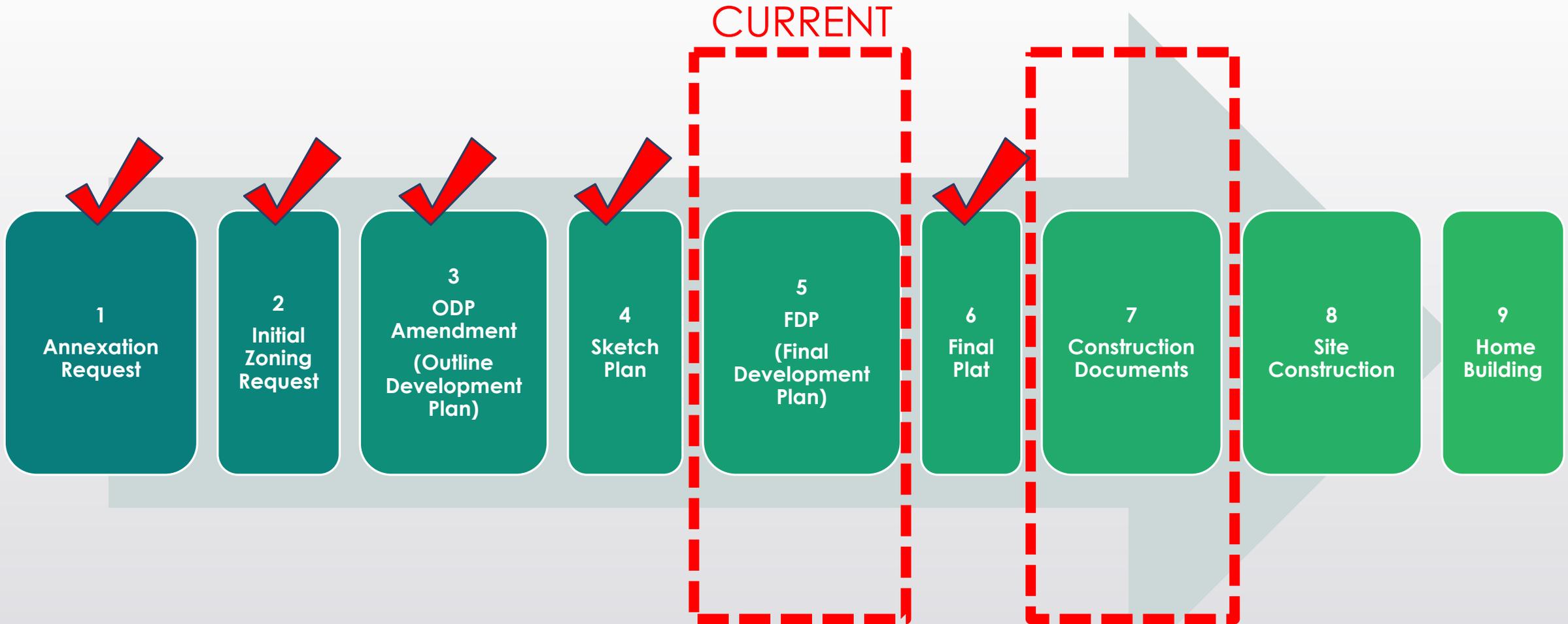
MGV Investments, LLC

MGV Investments, LLC, comprised of business partners Jim Marshall and John Vitella, have a combined total of 50+ years of experience in planning, entitling and building residential communities totaling more than 10,000 residential homesites.

Planning Area 1 is MGV's second project within Muegge Farms after recently completing entitlements on Filing 4 in 2020.

Additionally, MGV has also completed entitlements on Penrith Park (Skyview) in 2018, and the Brunner Subdivision in 2021, and recently annexed the Mundell property.

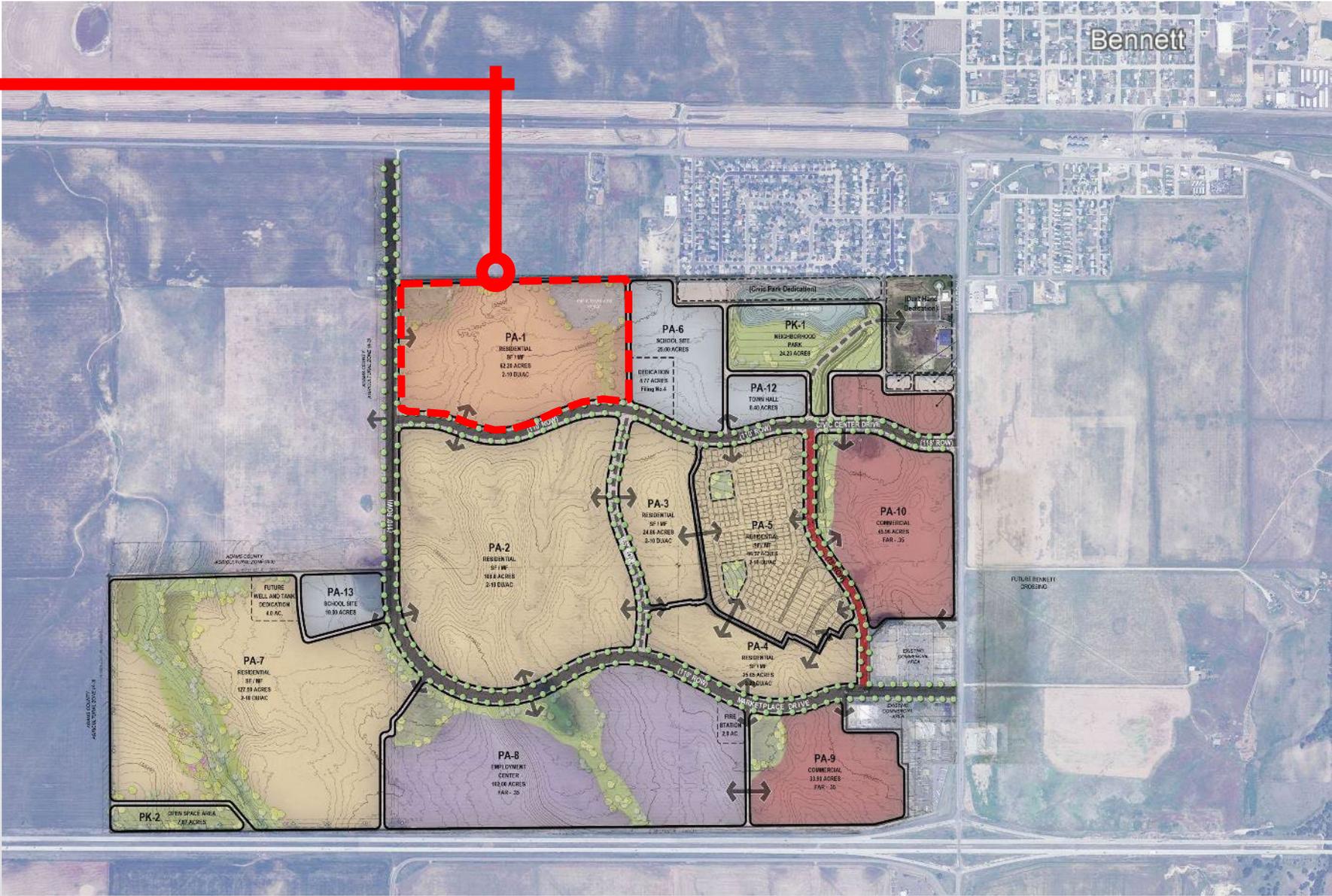
WHERE ARE WE IN THE PROCESS?





Collaboration

Location of PA-1

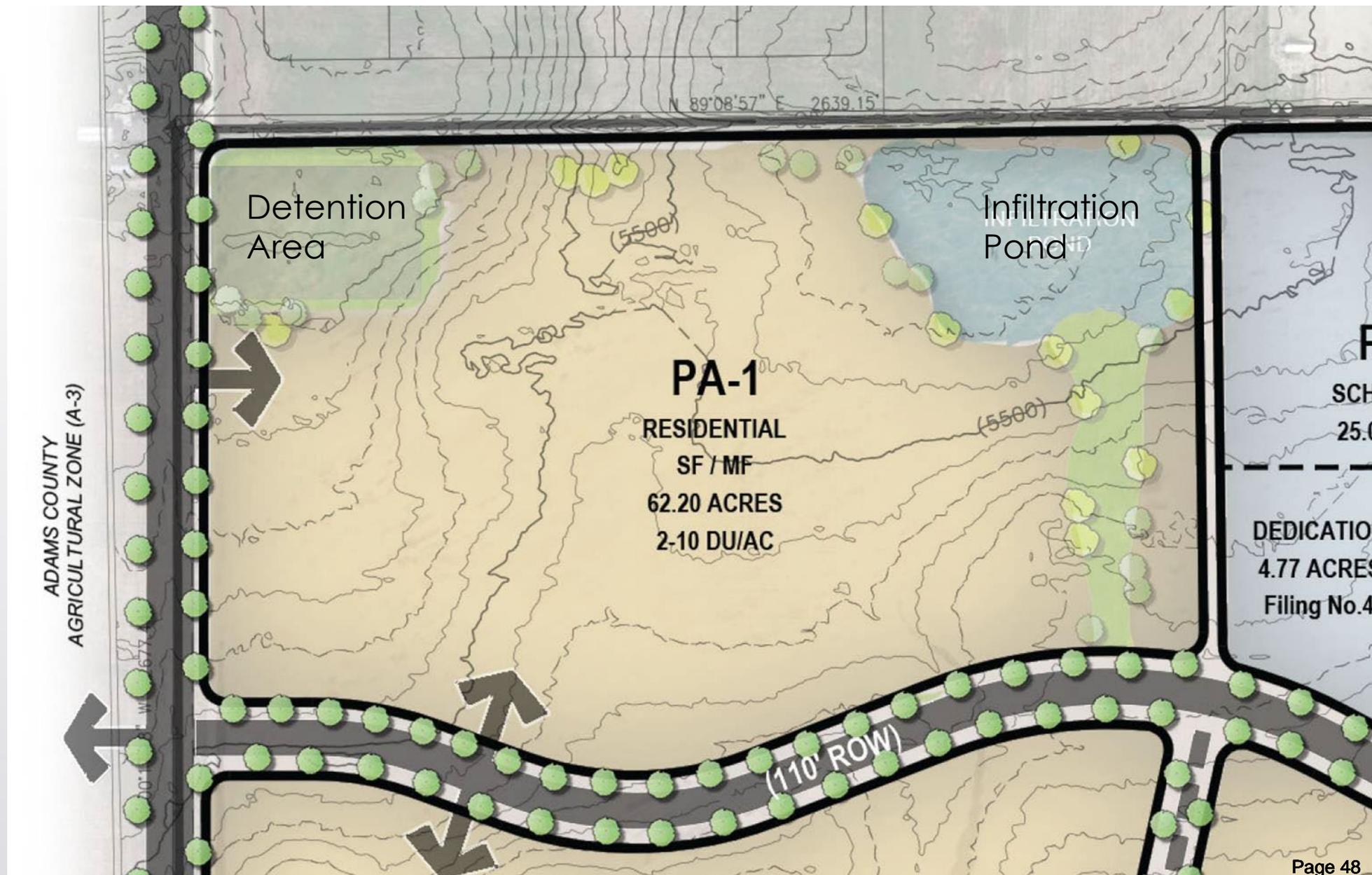


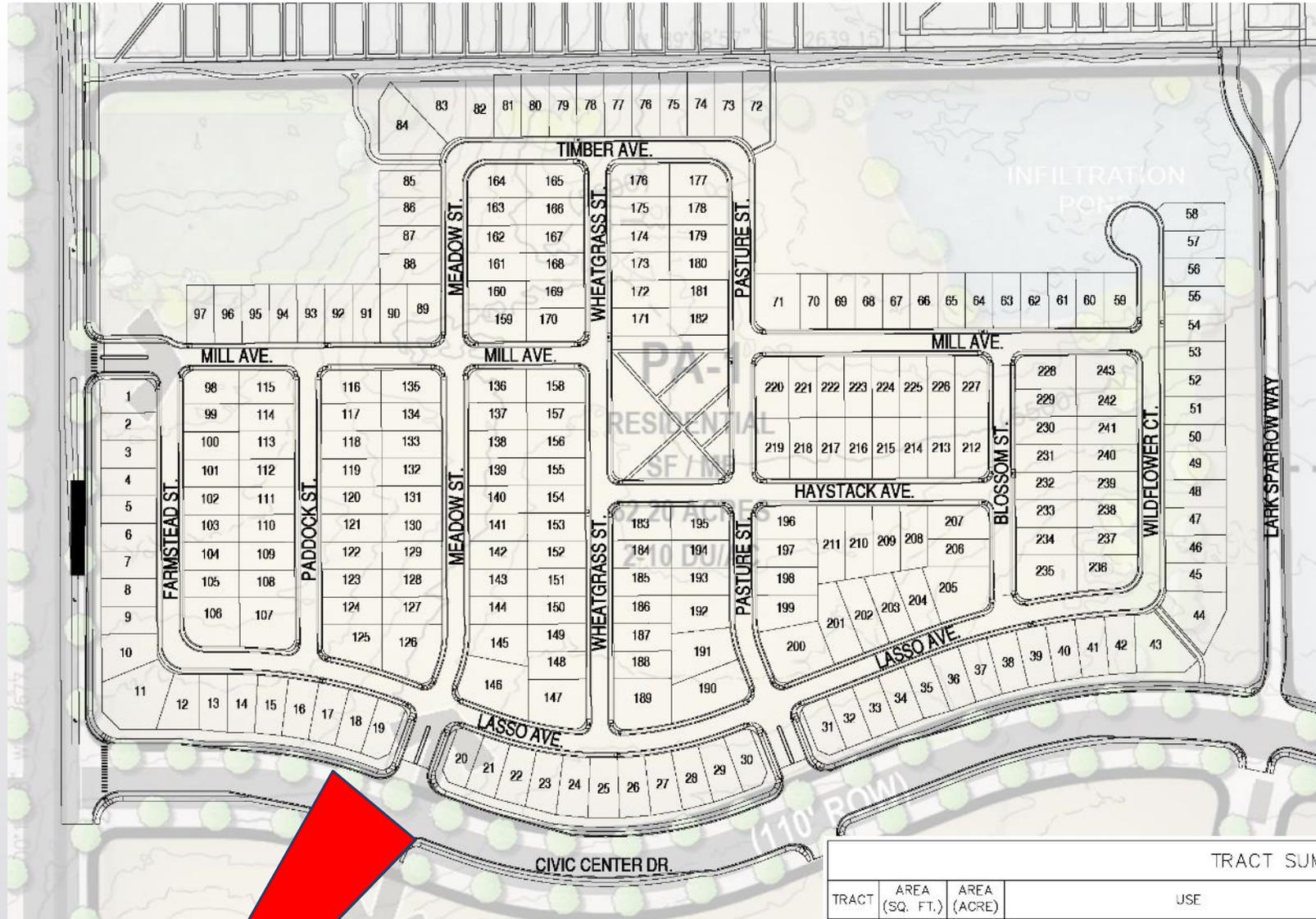
ODP STANDARDS

- Single Family Allowed
- Multi-Family Allowed
- 125 – 620 Units Allowed
- 2-10 DU per Acre

SETBACKS ALLOWED

- 10' Fronts
- 5' Sides
- 10' Rears





FINAL PLAT

- Single Family
- 243 Units
- 4.01 DU per Acre

LAND USE SUMMARY			
TYPE	AREA (SQ. FT.)	AREA (ACRE)	PERCENT
TRACTS	725,136	16.647	27.48%
LOTS	1,407,220	32.305	53.32%
RIGHT-OF-WAY	506,812	11.635	19.20%
TOTAL	2,639,168	60.587	100.00%
LARGEST LOT	11,835	(LOT 11)	
SMALLEST LOT	4,836	(LOT 20,31)	
AVERAGE LOT	5,782		

TRACT SUMMARY						
TRACT	AREA (SQ. FT.)	AREA (ACRE)	USE	OWNERSHIP	MAINTENANCE	SEE SHEET
A	388,850	8.927	DRAINAGE, LANDSCAPE ,OPEN SPACE, PUBLIC ACCESS	HCA/METRO DISTRICT	HOA/METRO DISTRICT	0,11
B	245,134	5.628	DRAINAGE, LANDSCAPE ,OPEN SPACE, PUBLIC ACCESS	HCA/METRO DISTRICT	HOA/METRO DISTRICT	3,4,6
C	54,368	1.248	PARK, LANDSCAPE, PUBLIC ACCESS	HCA/METRO DISTRICT	HOA/METRO DISTRICT	7
D	11,267	0.259	LANDSCAPE, PUBLIC ACCESS, UTILITIES	HCA/METRO DISTRICT	HOA/METRO DISTRICT	9,10
E	18,395	0.422	LANDSCAPE, PUBLIC ACCESS, UTILITIES	HCA/METRO DISTRICT	HOA/METRO DISTRICT	6,9
F	7,122	0.163	LANDSCAPE, PUBLIC ACCESS, UTILITIES	HCA/METRO DISTRICT	HOA/METRO DISTRICT	3,6
TOTAL	725,136	16.647				

Final Plat



Perimeter Walking Path

Trail Connection

Full Movement Entrance

Single Family Lots (50'x110')

Full Movement Entrance

Infiltration pond to assist with offsite drainage

Open Drainage Channel

Central Pocket Park

Secondary Access for Brunner Subdivision

Pedestrian Access to PA-1

Site Plan



1 ¼ Mile of
Perimeter
Walking Path

Large Landscape
Buffer (30' Min adjacent
to lots)

Main Entrance
Terminates on
Park

Main Entrance
Terminates on
Park

Secondary Access
for Brunner
Subdivision

Access and Green Space

- Playscape
- Grills
- Shelter and Picnic Tables
- Playing Field
- Grills
- Hardscape (alternate seating)
- Ornamental Gardens



Pocket Park – 1.2 Ac



DUMOR
W: WWW.DUMOR.COM
P: 800-695-4018

MODEL: RECEPTACLE 474
COLOR: T8D
TYPE: STEEL
COVER: B1
ATTACHMENT: SURFACE MOUNT
INSTALL PER MANUFACTURER'S SPECS

CONTACT: ROCKY MOUNTAIN RECREATION
PHONE: 303.783.1452
WWW.RMREC.COM

1 LITTER RECEPTACLE
Scale: NTS



MADE IN THE SHADE
PHONE: 888.8703721
WWW.MADEINTHESHADE.COM

PET WASTE STATION BY DOG ON IT PARKS
MODEL: 7465-R COMPLETE DOG WASTE STATION WITH ROLL DISPENSER, BAGGER, OR APPROVED EQUAL.
INSTALL PER MANUFACTURER'S SPECS

2 DOG WASTE STATION
Scale: NTS



DUMOR
W: WWW.DUMOR.COM
P: 800-695-4018

DUAL-LEVEL GRILL
MODEL: 24-30, OR APPROVED EQUAL.
INSTALL PER MANUFACTURER'S SPECS

CONTACT: ROCKY MOUNTAIN RECREATION
PHONE: 303.783.1452
WWW.RMREC.COM

3 GRILL STATION
Scale: NTS



DUMOR
W: WWW.DUMOR.COM
P: 800-695-4018

MODEL: BICK RACK 263
STYLE: HOT-DIP GALVANIZED
COLOR: ARGENTIC
ATTACHMENT: SURFACE MOUNT
INSTALL PER MANUFACTURER'S SPECS

CONTACT: ROCKY MOUNTAIN RECREATION
PHONE: 303.783.1452
WWW.RMREC.COM

4 BIKE RACK
Scale: NTS



DUMOR
W: WWW.DUMOR.COM
P: 800-695-4018

MODEL: 523 BENCH
COLOR: HERITAGE BROWN
ATTACHMENT: SURFACE MOUNT
INSTALL PER MANUFACTURER'S SPECS

CONTACT: ROCKY MOUNTAIN RECREATION
PHONE: 303.783.1452
WWW.RMREC.COM

5 BENCH
Scale: NTS



LYONE SANDSTONE OR APPROVED EQUAL
W: WWW.LYONSSANDSTONE.COM
P: 303.823.8958

MODEL: SANDSTONE SLAB
ATTACHMENT: T8D

6 STONE SLAB BENCH
Scale: NTS



DUMOR
W: WWW.DUMOR.COM
P: 800-695-4018

MODEL: 525 TABLE
COLOR: HERITAGE BROWN
ATTACHMENT: SURFACE MOUNT
INSTALL PER MANUFACTURER'S SPECS

CONTACT: ROCKY MOUNTAIN RECREATION
PHONE: 303.783.1452
WWW.RMREC.COM

1 RECTANGULAR TABLE
Scale: NTS



DUMOR
W: WWW.DUMOR.COM
P: 800-695-4018

MODEL: TABLE 287
COLOR: TEXTURED CHARCOAL
ATTACHMENT: SURFACE MOUNT
INSTALL PER MANUFACTURER'S SPECS

CONTACT: ROCKY MOUNTAIN RECREATION
PHONE: 303.783.1452
WWW.RMREC.COM

2 ROUND TABLE
Scale: NTS



ICON SHelters
W: WWW.ICONSHelters.COM
P: 800-745-0685

MODEL: T8D
COLOR: T8D
ATTACHMENT: SURFACE MOUNT
INSTALL PER MANUFACTURER'S SPECS

3 PERGOLA
Scale: NTS



BURKE
W: WWW.BCIBURKE.COM
P: 800-296-1250

MODEL: T8D
COLOR: T8D
INSTALL PER MANUFACTURER'S SPECS

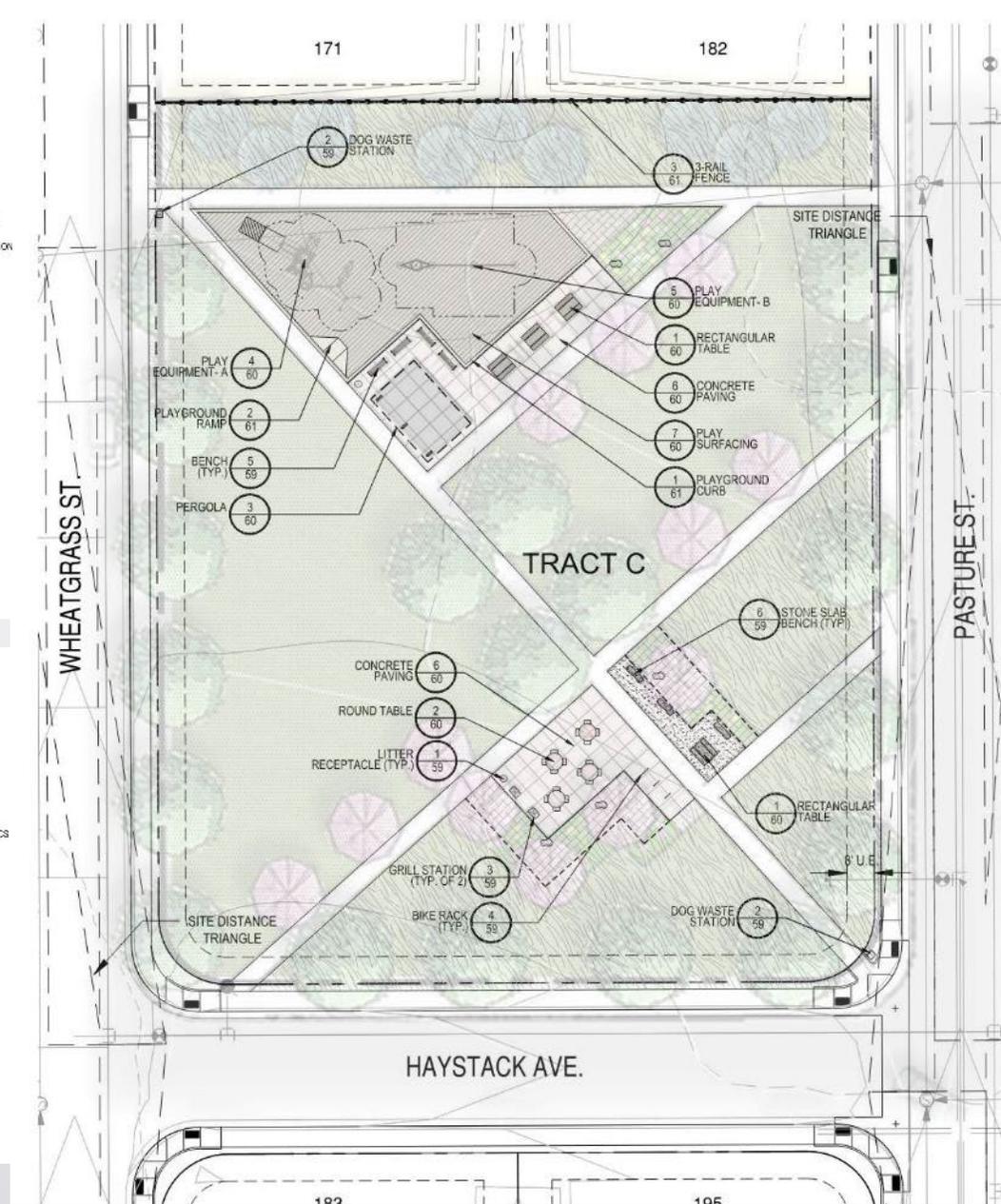
4 PLAY EQUIPMENT- A
Scale: NTS



BURKE
W: WWW.BCIBURKE.COM
P: 800-296-1250

MODEL: T8D
COLOR: T8D
INSTALL PER MANUFACTURER'S SPECS

5 PLAY EQUIPMENT- B
Scale: NTS



LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- 3-RAIL FENCE
- POTENTIAL MONUMENT SIGN LOCATION PER ODP
- STEEL EDGER
- 2'-3' BOULDER
- CRUSHER FINES
- FIBAR
- LOW GROW SEED MIX
- SHREDDED BROWN MULCH
- DROUGHT TOLERANT

Pocket Park – 1.2 Ac



Key Map View

Conceptual Renderings - Park



Key Map View

Conceptual Renderings - Park



THE HARMONY (X421) SQ= 1,503



THE BELLAMY (X424) SQ= 2,125



Key Map View

Conceptual Renderings – Birdseye



MUEGGE FARMS

**Thank YOU for
your consideration**

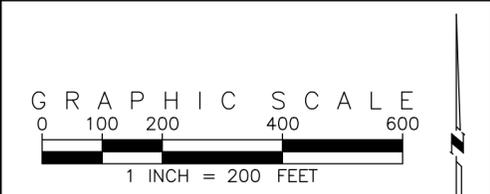
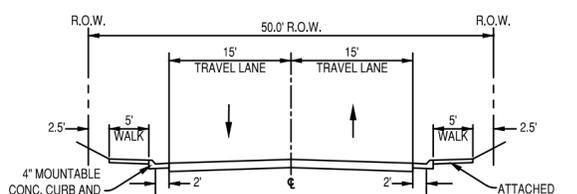
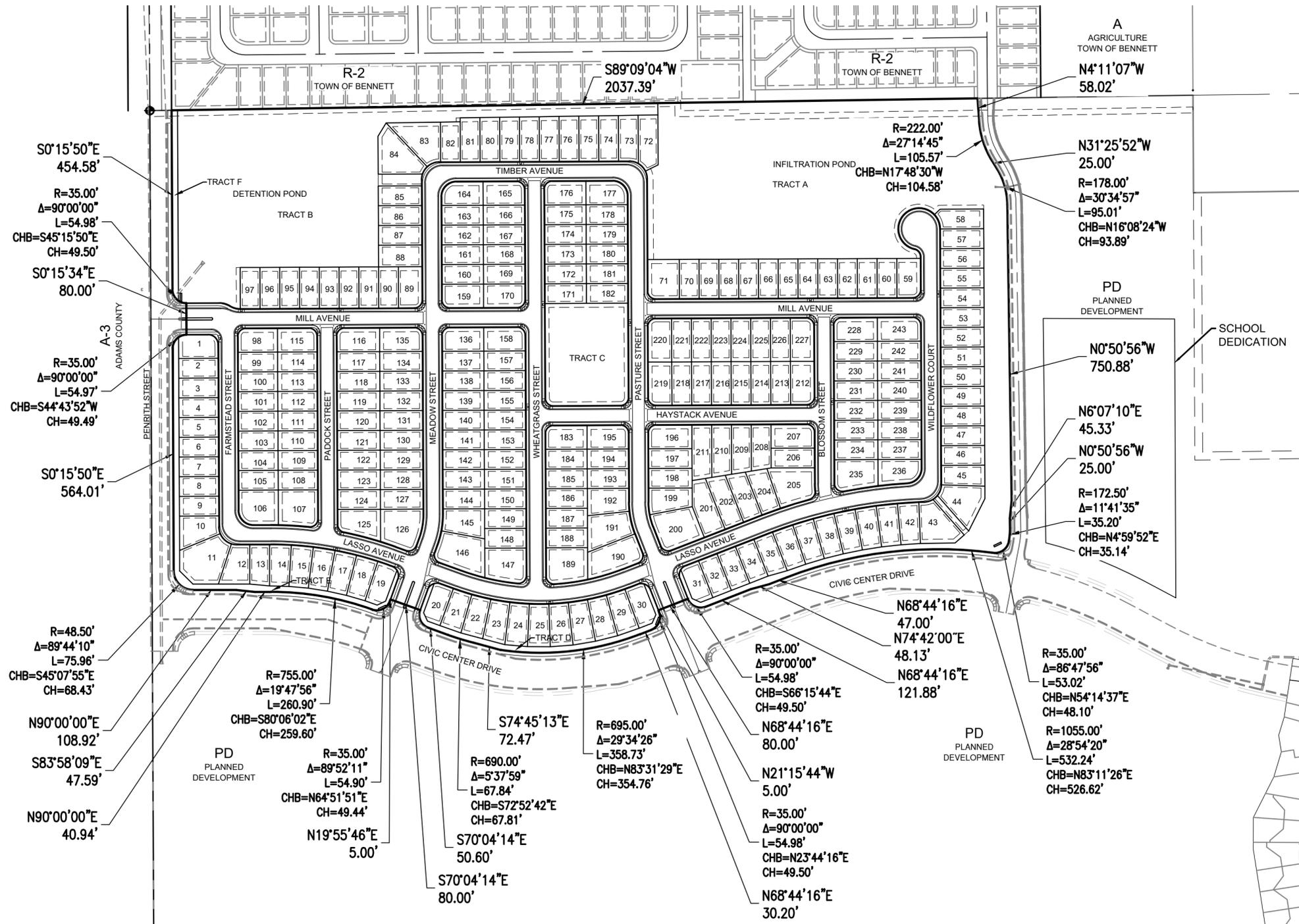
Thank You!

FINAL DEVELOPMENT PLAN MUEGGE FARMS FILING 7

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH,
RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, COUNTY OF ADAMS,
STATE OF COLORADO

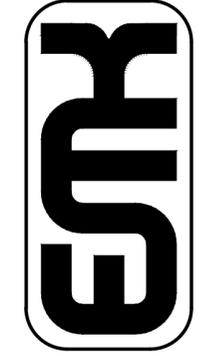
TOTAL AREA = 2,639,606 SQ. FT. OR 60.597 ACRES MORE OR LESS

2 OF 36



BENCHMARK
NGS STATION B 374 (PID KK0053)
BEING A STANDARD BRASS BENCHMARK DISK SET IN TOP OF A 10" SQUARE CONCRETE MONUMENT, 4" ABOVE GRADE, STAMPED "B 374 1960". MONUMENT IS 104 FEET NORTH OF THE NORTH LANE OF INTERSTATE HIGHWAY 70, 3.1 FEET EAST OF A WITNESS POST AND 1 FOOT NORTH OF AN EAST-WEST FENCE LINE.
ELEVATION = 5522.74 FEET (NAVD 88 DATUM)

EMK CONSULTANTS, INC.
LAND DEVELOPMENT
ENGINEERING SURVEYING
7006 SOUTH ALTON WAY, BLDG. F
CENTENNIAL, COLORADO 80112-2019
(303)694-1520
www.EMKC.com



REVISIONS		DESIGNED BY:	DRAWN BY:	CHECKED BY:	APPROVED BY:
NO.	DESCRIPTION	DATE	BY		

MUEGGE FARMS FILING 7
OVERALL SITE PLAN

DATE: 03/02/2023
JOB NO: 13301.00
SCALE
HORIZONTAL: 1"=200'
VERTICAL: N/A
2 of 36

FINAL DEVELOPMENT PLAN MUEGGE FARMS FILING 7

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH,
RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, COUNTY OF ADAMS,
STATE OF COLORADO

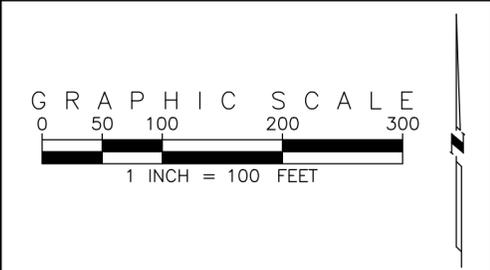
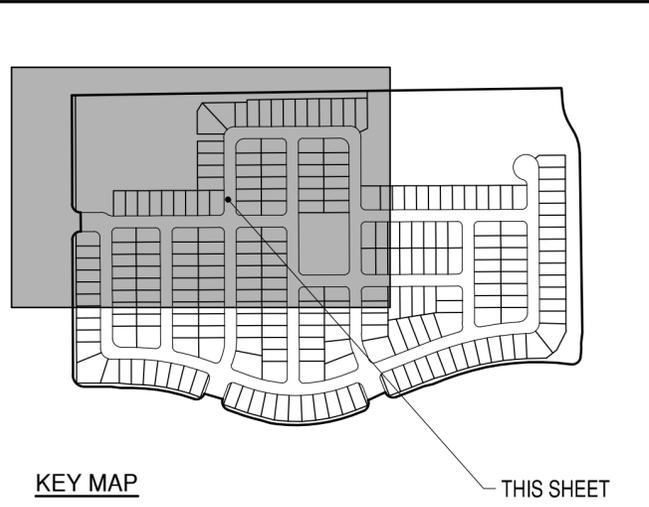
TOTAL AREA = 2,639,606 SQ. FT. OR 60.597 ACRES MORE OR LESS

3 OF 36



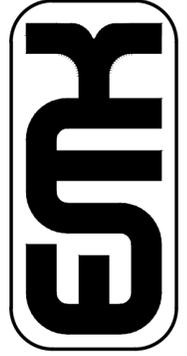
FOR CONTINUATION SEE SHEET 4

FOR CONTINUATION SEE SHEET 5



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REVISIONS		DESIGNED BY:	DRAWN BY:	CHECKED BY:	APPROVED BY:
NO.	DESCRIPTION	DATE	BY	DATE	BY

MUEGGE FARMS FILING 7

PLAT SHEET

DATE: 03/02/2023
JOB NO: 13301.00

SCALE
HORIZONTAL: 1"=100'
VERTICAL: N/A

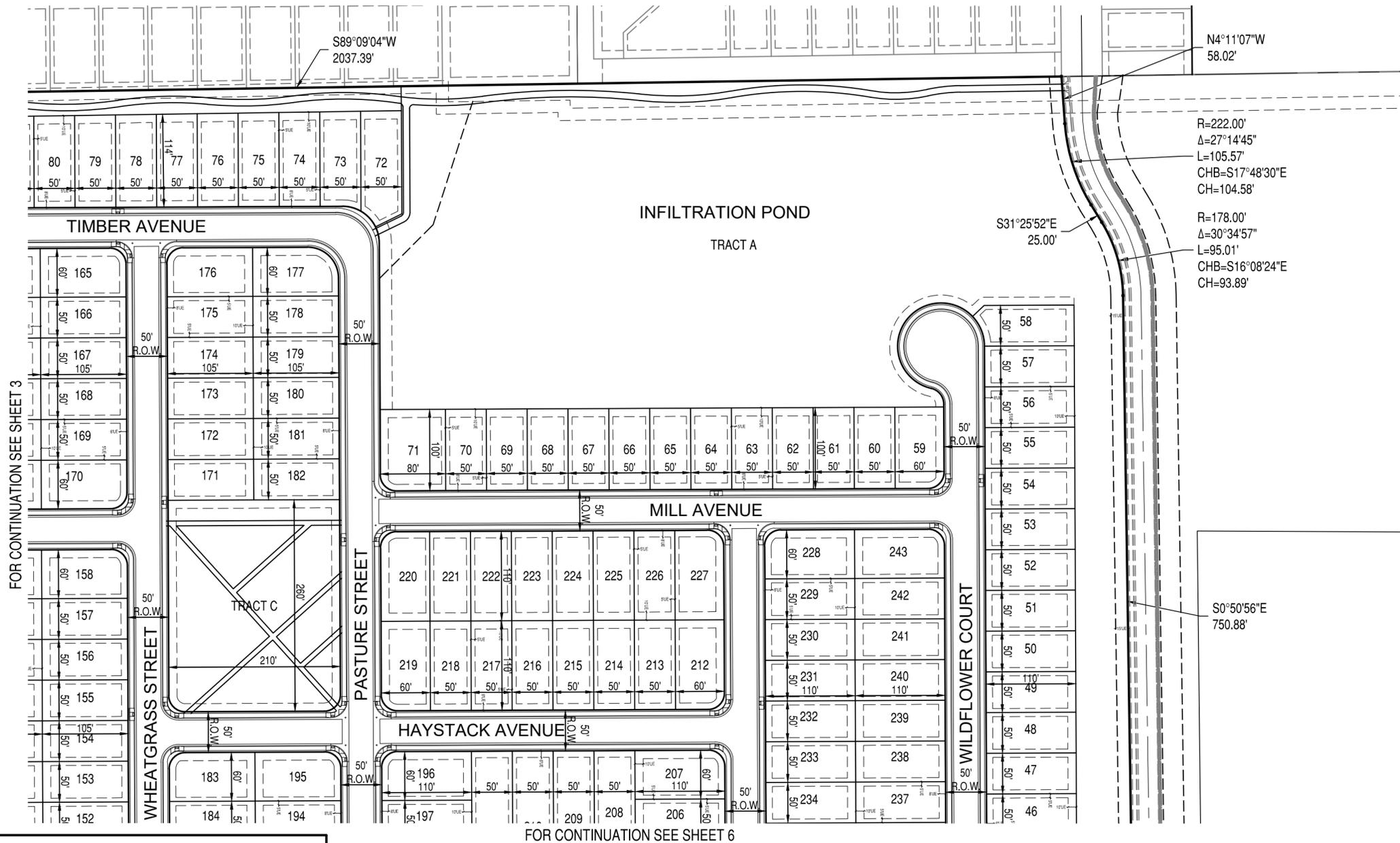
3 of 36

FINAL DEVELOPMENT PLAN MUEGGE FARMS FILING 7

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH,
RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, COUNTY OF ADAMS,
STATE OF COLORADO

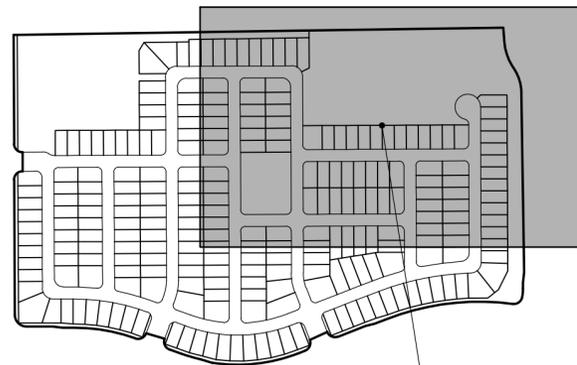
TOTAL AREA = 2,639,606 SQ. FT. OR 60.597 ACRES MORE OR LESS

4 OF 36



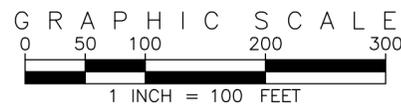
FOR CONTINUATION SEE SHEET 3

FOR CONTINUATION SEE SHEET 6



KEY MAP

THIS SHEET



BENCHMARK

NGS STATION B 374 (PID KK0053)

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DESIGNED BY:		DRAWN BY:		CHECKED BY:		APPROVED BY:	
GAW		DLL		GAW		ERM	

REVISIONS		DATE	BY
NO.	DESCRIPTION		

MUEGGE FARMS FILING 7

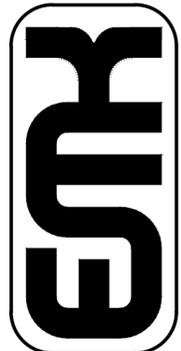
PLAT SHEET

DATE: 03/02/2023

JOB NO: 13301.00

SCALE
HORIZONTAL: 1"=100'
VERTICAL: N/A

4 of 36



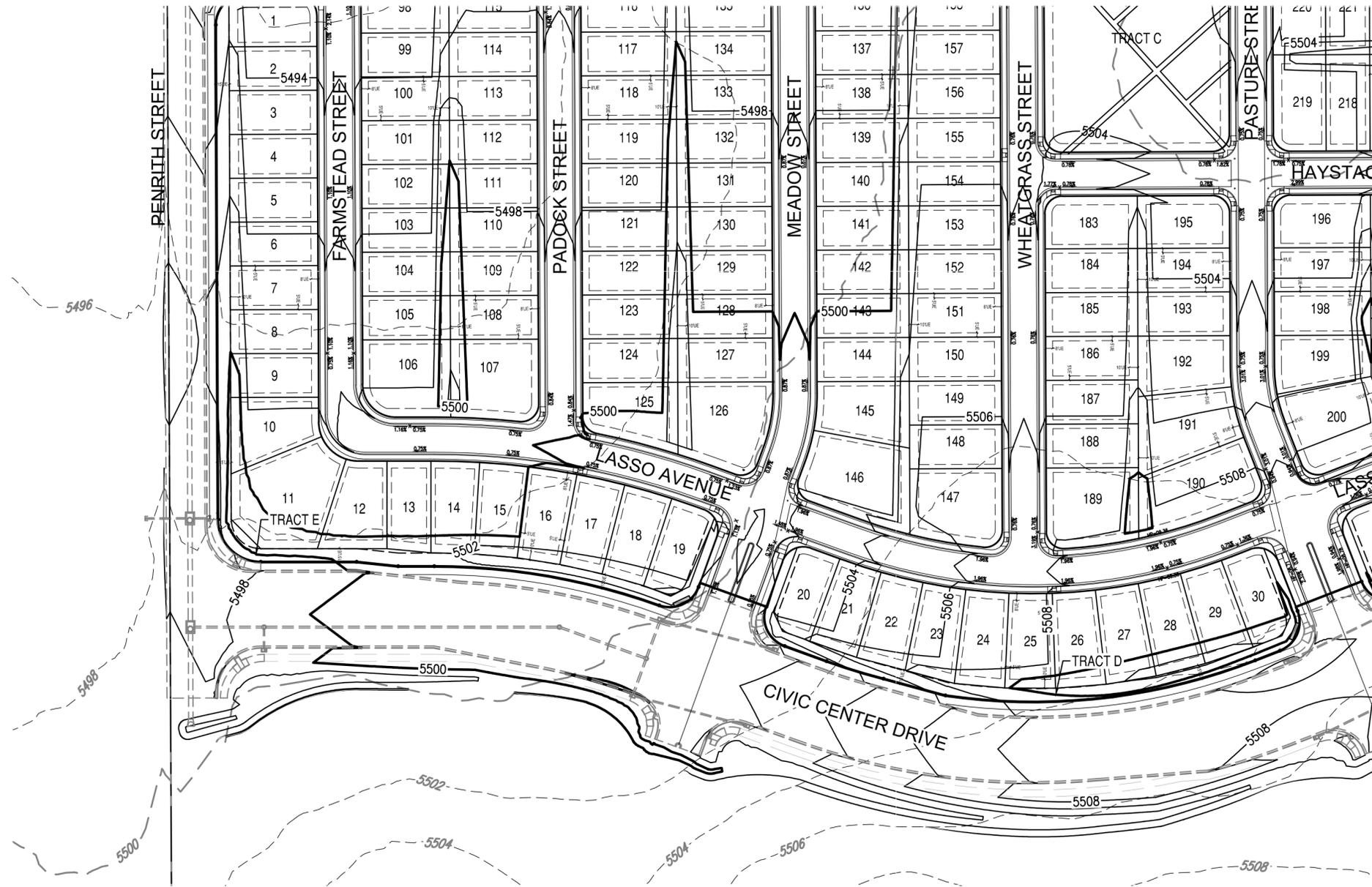
EMK CONSULTANTS, INC.
 LAND DEVELOPMENT
 ENGINEERING & SURVEYING
 7006 SOUTH ALTON WAY, BLDG. F
 CENTENNIAL, COLORADO 80112-2019
 (303)694-1520
 www.EMKC.com

FINAL DEVELOPMENT PLAN MUEGGE FARMS FILING 7

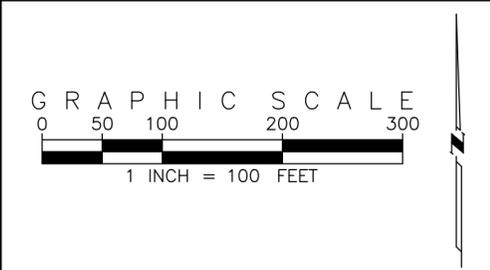
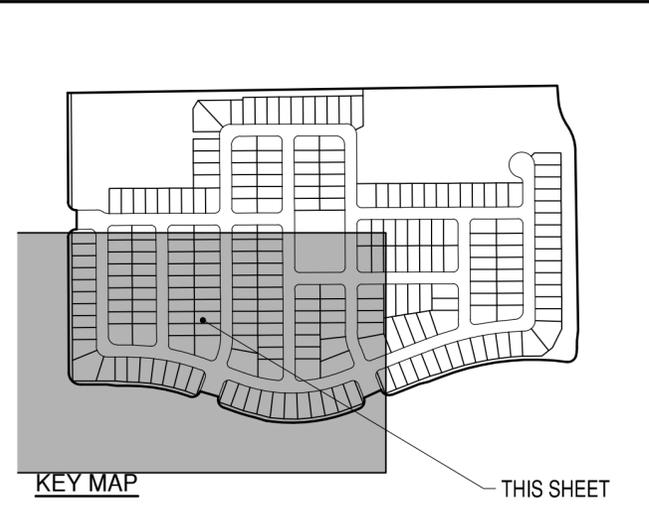
A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH,
RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, COUNTY OF ADAMS,
STATE OF COLORADO

TOTAL AREA = 2,639,606 SQ. FT. OR 60.597 ACRES MORE OR LESS

9 OF 36 FOR CONTINUATION SEE SHEET 7

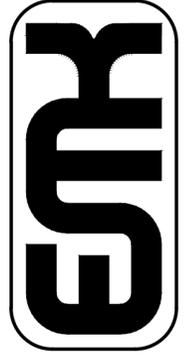


FOR CONTINUATION SEE SHEET 10



BENCHMARK
NGS STATION B 374 (PID KK0053)
BEING A STANDARD BRASS BENCHMARK DISK SET IN TOP OF A 10" SQUARE CONCRETE MONUMENT, 4" ABOVE GRADE, STAMPED "B 374 1960". MONUMENT IS 104 FEET NORTH OF THE NORTH LANE OF INTERSTATE HIGHWAY 70, 3.1 FEET EAST OF A WITNESS POST AND 1 FOOT NORTH OF AN EAST-WEST FENCE LINE.
ELEVATION = 5522.74 FEET (NAVD 88 DATUM)

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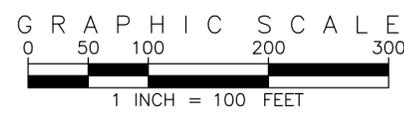
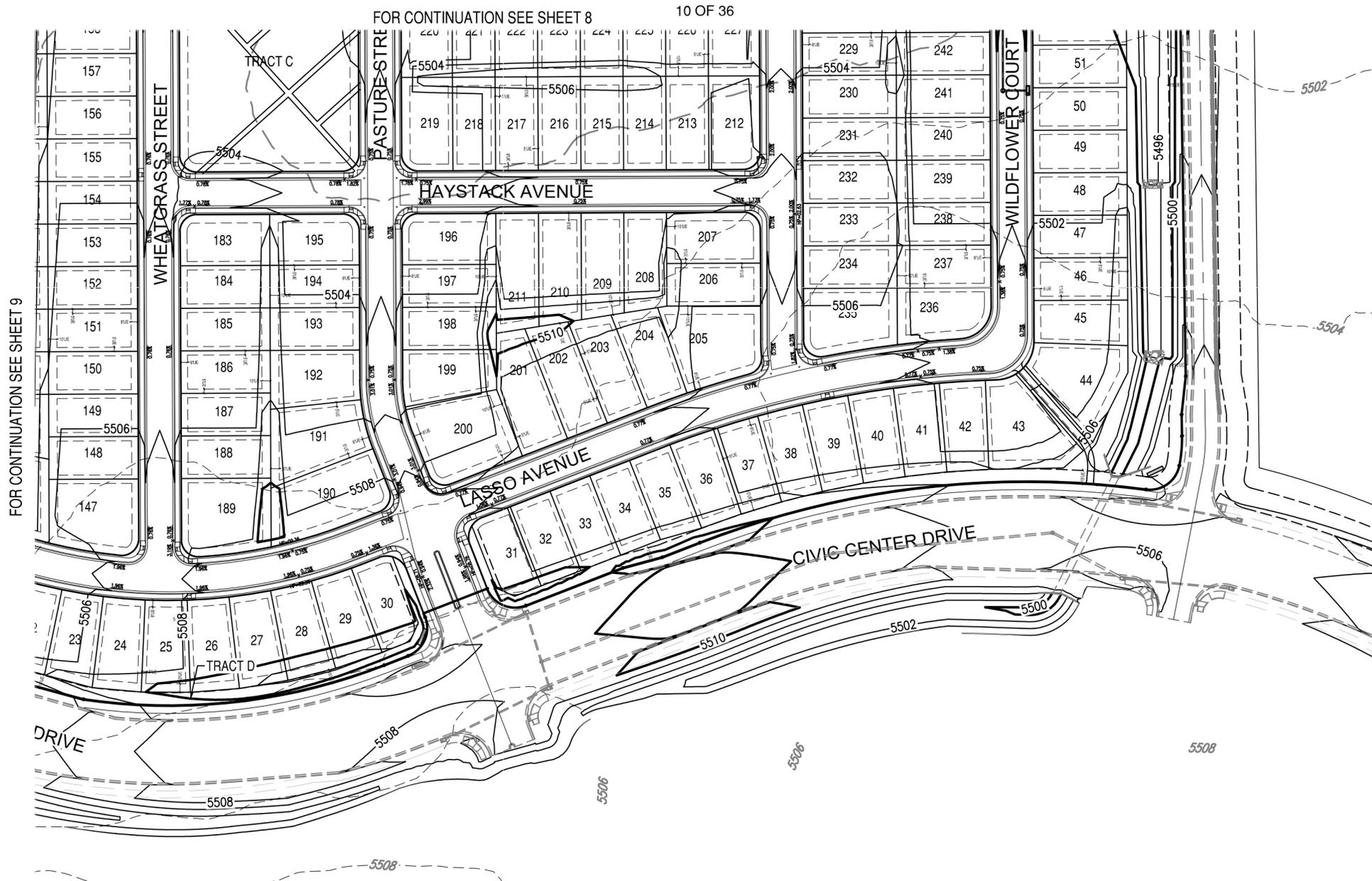
REVISIONS		DESIGNED BY:	DRAWN BY:	CHECKED BY:	APPROVED BY:
NO.	DESCRIPTION	DATE	BY	DATE	BY

MUEGGE FARMS FILING 7	GRADING PLAN
DATE: 03/02/2023	JOB NO: 13301.00
HORIZONTAL SCALE: 1"=100'	VERTICAL SCALE: N/A
9 of 36	

FINAL DEVELOPMENT PLAN MUEGGE FARMS FILING 7

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH,
RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, COUNTY OF ADAMS,
STATE OF COLORADO

TOTAL AREA = 2,639,606 SQ. FT. OR 60.597 ACRES MORE OR LESS



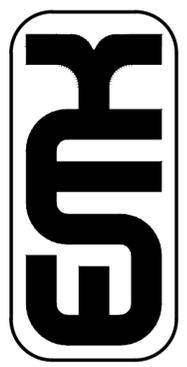
BENCHMARK
NGS STATION B 374 (PID KK0053)
BEING A STANDARD BRASS BENCHMARK DISK SET IN TOP OF
A 10" SQUARE CONCRETE MONUMENT, 4" ABOVE GRADE,
STAMPED "B 374 1960". MONUMENT IS 104 FEET NORTH OF
THE NORTH LANE OF INTERSTATE HIGHWAY 70, 3.1 FEET
EAST OF A WITNESS POST AND 1 FOOT NORTH OF AN
EAST-WEST FENCE LINE.
ELEVATION = 5522.74 FEET (NAVD 88 DATUM)

REVISIONS		DESIGNED BY:	DRAWN BY:	CHECKED BY:	APPROVED BY:
NO.	DESCRIPTION	DATE	BY		

MUEGGE FARMS FILING 7

GRADING PLAN

DATE: 03/02/2023
JOB NO: 13301.00
SCALE
HORIZONTAL: 1"=100'
VERTICAL: N/A
10 of 36



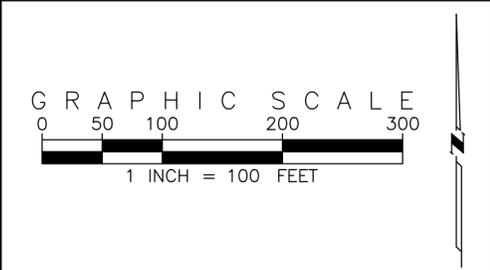
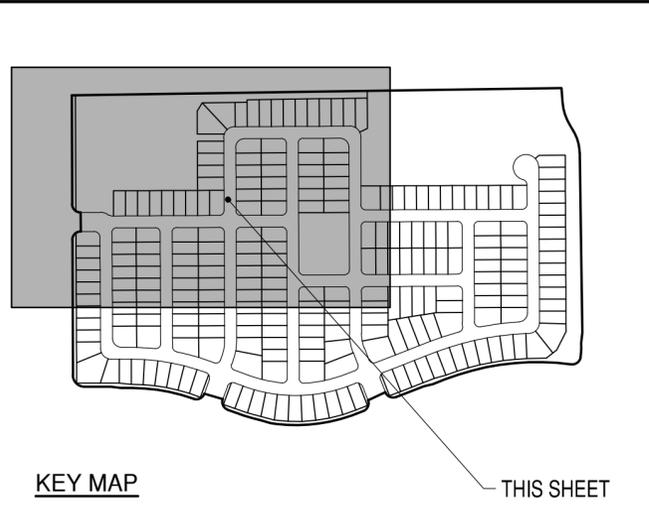
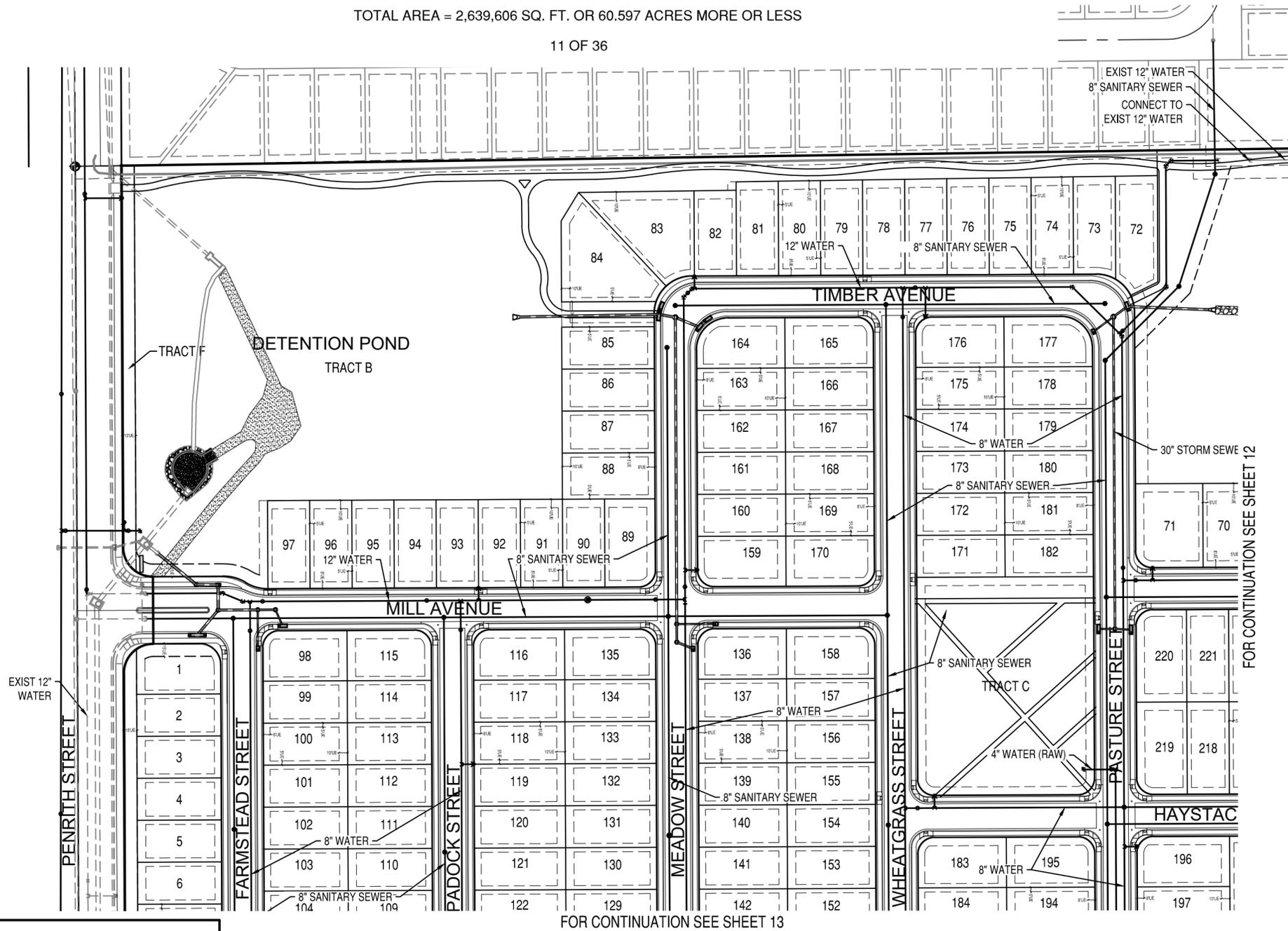
EMK CONSULTANTS, INC.
LAND DEVELOPMENT
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7006 SOUTH ALTON WAY, BLDG. F
CENTENNIAL, COLORADO 80112-2019
(303)694-1520
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FINAL DEVELOPMENT PLAN MUEGGE FARMS FILING 7

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH,
RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, COUNTY OF ADAMS,
STATE OF COLORADO

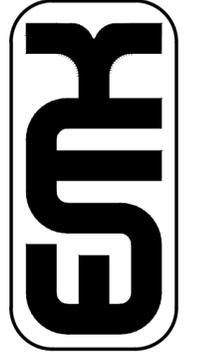
TOTAL AREA = 2,639,606 SQ. FT. OR 60.597 ACRES MORE OR LESS

11 OF 36



BENCHMARK
NGS STATION B 374 (PID KK0053)
BEING A STANDARD BRASS BENCHMARK DISK SET IN TOP OF A 10" SQUARE CONCRETE MONUMENT, 4" ABOVE GRADE, STAMPED "B 374 1960". MONUMENT IS 104 FEET NORTH OF THE NORTH LANE OF INTERSTATE HIGHWAY 70, 3.1 FEET EAST OF A WITNESS POST AND 1 FOOT NORTH OF AN EAST-WEST FENCE LINE.
ELEVATION = 5522.74 FEET (NAVD 88 DATUM)

EMK CONSULTANTS, INC.
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REVISIONS		DESIGNED BY:	DRAWN BY:	CHECKED BY:	APPROVED BY:
NO.	DESCRIPTION	DATE	BY	DATE	BY

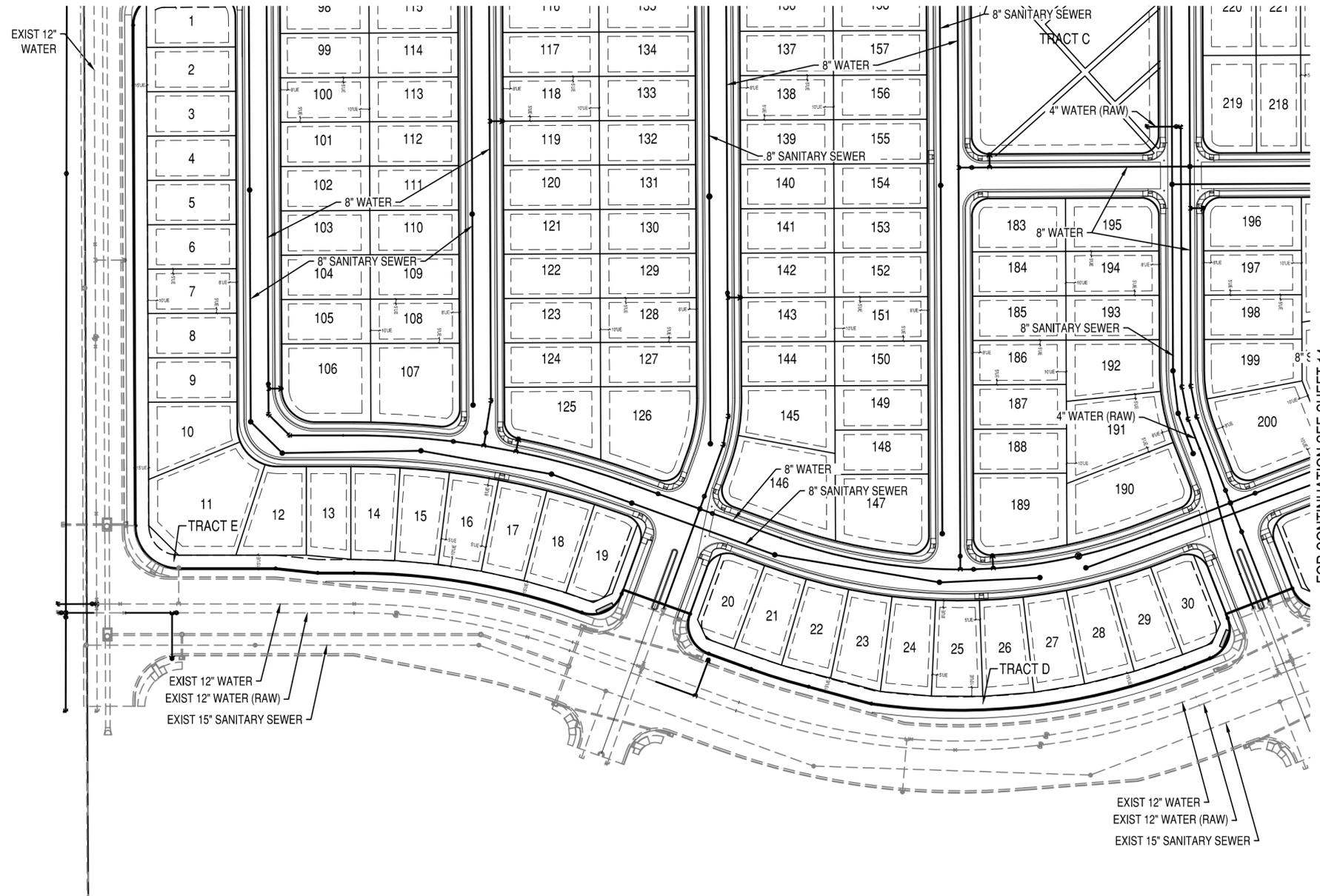
MUEGGE FARMS FILING 7
UTILITY PLAN
DATE: 03/02/2023
JOB NO: 13301.00
SCALE
HORIZONTAL: 1"=100'
VERTICAL: N/A
11 of 36

FINAL DEVELOPMENT PLAN MUEGGE FARMS FILING 7

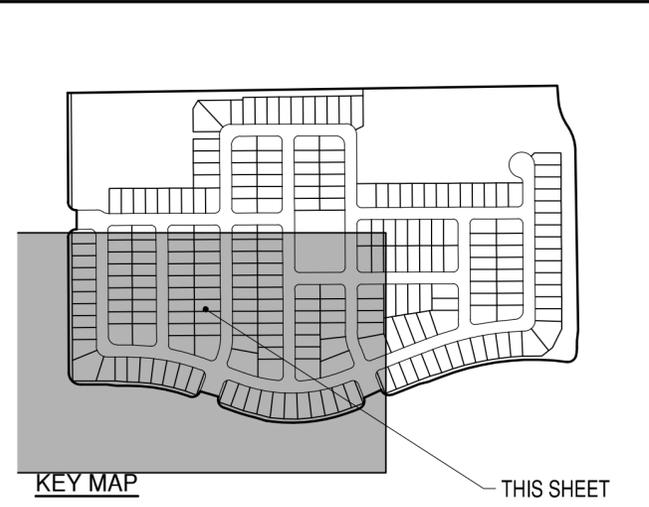
A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH,
RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, COUNTY OF ADAMS,
STATE OF COLORADO

TOTAL AREA = 2,639,606 SQ. FT. OR 60.597 ACRES MORE OR LESS

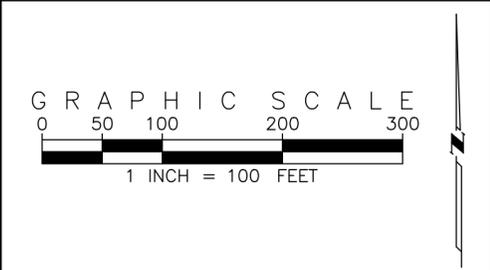
13 OF 36 FOR CONTINUATION SEE SHEET 11



FOR CONTINUATION SEE SHEET 14

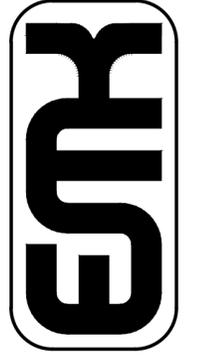


THIS SHEET



BENCHMARK
NGS STATION B 374 (PID KK0053)
BEING A STANDARD BRASS BENCHMARK DISK SET IN TOP OF A 10" SQUARE CONCRETE MONUMENT, 4" ABOVE GRADE, STAMPED "B 374 1960". MONUMENT IS 104 FEET NORTH OF THE NORTH LANE OF INTERSTATE HIGHWAY 70, 3.1 FEET EAST OF A WITNESS POST AND 1 FOOT NORTH OF AN EAST-WEST FENCE LINE.
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ENGINEERING SURVEYING
 7006 SOUTH ALTON WAY, BLDG. F
 CENTENNIAL, COLORADO 80112-2019
 (303)694-1520
 www.EMKC.com



REVISIONS		DATE	BY
NO.	DESCRIPTION		

DESIGNED BY: **GAW**
 DRAWN BY: **DLL**
 CHECKED BY: **GAW**
 APPROVED BY: **ERM**

MUEGGE FARMS FILING 7

UTILITY PLAN

 DATE: 03/02/2023
 JOB NO: 13301.00
 SCALE
 HORIZONTAL: 1"=100'
 VERTICAL: N/A
13 of 36

MUEGGE FARMS FILING 7 FINAL DEVELOPMENT PLAN

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF
THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO
TOTAL AREA = 2,639,606 SQ. FT. OR 60.597 ACRES MORE OR LESS

15 OF 36



GENERAL NOTES

1. THESE PLANS SHALL NOT BE UTILIZED FOR CONSTRUCTION OR PERMITTING UNTIL FINAL APPROVAL BY THE CITY AND STATED FOR SUCH USE IN THE TITLE BLOCK.
2. DRAWINGS ARE INTENDED TO BE PRINTED ON 18" X 24" PAPER. PRINTING THESE DRAWINGS AT A DIFFERENT SIZE WILL IMPACT THE SCALE. VERIFY THE GRAPHIC SCALE BEFORE REFERENCING ANY MEASUREMENTS ON THESE SHEETS. THE RECIPIENT OF THESE DRAWINGS SHALL BE RESPONSIBLE FOR ANY ERRORS RESULTING FROM INCORRECT PRINTING, COPYING, OR ANY OTHER CHANGES THAT ALTER THE SCALE OF THE DRAWINGS.
3. VERIFY ALL PLAN DIMENSIONS PRIOR TO START OF CONSTRUCTION. NOTIFY THE OWNER'S REPRESENTATIVE TO ADDRESS ANY QUESTIONS OR CLARIFY ANY DISCREPANCIES.
4. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
5. SUBMIT A CHANGE ORDER FOR APPROVAL FOR ANY CHANGES TO WORK SCOPE RESULTING FROM FIELD CONDITIONS OR DIRECTION BY OWNER'S REPRESENTATIVE WHICH REQUIRE ADDITIONAL COST TO THE OWNER PRIOR TO PERFORMANCE OF WORK.
6. THE CONTRACTOR SHALL PROVIDE A STAKED LAYOUT OF ALL SITE IMPROVEMENTS FOR INSPECTION BY THE OWNER'S REPRESENTATIVE AND MAKE MODIFICATIONS AS REQUIRED. ALL LAYOUT INFORMATION IS AVAILABLE IN DIGITAL FORMAT FOR USE BY THE CONTRACTOR.
7. IF A GEOTECHNICAL SOILS REPORT IS NOT AVAILABLE AT THE TIME OF CONSTRUCTION, PCS GROUP, INC. RECOMMENDS A REPORT BE AUTHORIZED BY THE OWNER AND THAT ALL RECOMMENDATIONS OF THE REPORT ARE FOLLOWED DURING CONSTRUCTION. THE CONTRACTOR SHALL USE THESE CONTRACT DOCUMENTS AS A BASIS FOR THE BID. IF THE OWNER ELECTS TO PROVIDE A GEOTECHNICAL REPORT, THE CONTRACTOR SHALL REVIEW THE REPORT AND SUBMIT AN APPROPRIATE CHANGE ORDER TO THE OWNER'S REPRESENTATIVE IF ADDITIONAL COSTS ARE REQUESTED.
8. CONTRACTOR SHALL CONFIRM THAT SITE CONDITIONS ARE SIMILAR TO THE PLANS, WITHIN TOLERANCES STATED IN THE CONTRACT DOCUMENTS, AND SATISFACTORY TO THE CONTRACTOR PRIOR TO START OF WORK. SHOULD SITE CONDITIONS BE DIFFERENT THAN REPRESENTED ON THE PLANS OR UNSATISFACTORY TO THE CONTRACTOR, THE CONTRACTOR SHALL CONTACT THE OWNER'S REPRESENTATIVE FOR CLARIFICATION AND FURTHER DIRECTION.
9. CONTRACTOR IS RESPONSIBLE TO PAY FOR, AND OBTAIN, ANY REQUIRED APPLICATIONS, PERMITTING, LICENSES, INSPECTIONS AND METERS ASSOCIATED WITH WORK.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO ANY VIOLATIONS OR NON-CONFORMANCE WITH THE PLANS, SPECIFICATIONS, CONTRACT DOCUMENTS, JURISDICTIONAL CODES AND REGULATORY AGENCIES.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF ALL UTILITY LOCATES PRIOR TO ANY EXCAVATION. REFER TO ENGINEERING UTILITY PLANS FOR ALL PROPOSED UTILITY PLAN LOCATIONS AND DETAILS. NOTIFY OWNER'S REPRESENTATIVE IF EXISTING OR PROPOSED UTILITIES INTERFERE WITH THE ABILITY TO PERFORM THE WORK.
12. THE CONTRACTOR IS RESPONSIBLE FOR THE COST TO REPAIR UTILITIES, ADJACENT OR EXISTING LANDSCAPE, ADJACENT OR EXISTING PAVING, OR ANY PUBLIC AND PRIVATE PROPERTY THAT IS DAMAGED BY THE CONTRACTOR OR THEIR SUBCONTRACTOR'S OPERATIONS DURING INSTALLATION, ESTABLISHMENT OR DURING THE SPECIFIED MAINTENANCE PERIOD. ALL DAMAGES SHALL BE REPAIRED TO PRE-CONSTRUCTION CONDITIONS AS DETERMINED BY THE OWNER'S REPRESENTATIVE. CONTRACTOR SHALL BE RESPONSIBLE FOR LOGGING ANY DAMAGES PRIOR TO START OF CONSTRUCTION AND DURING THE CONTRACT PERIOD.
13. ALL WORK SHALL BE CONFINED TO THE AREA WITHIN THE CONSTRUCTION LIMITS AS SHOWN ON THE PLANS. ANY AREAS OR IMPROVEMENTS DISTURBED OUTSIDE THESE LIMITS SHALL BE RETURNED TO THEIR ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE. IN THE EVENT THE CONTRACTOR REQUIRES A MODIFICATION TO THE CONSTRUCTION LIMITS, WRITTEN PERMISSION MUST BE OBTAINED FROM THE OWNER'S REPRESENTATIVE PRIOR TO ANY DISTURBANCE OUTSIDE OF THE LIMITS OF WORK.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY OF THEIR TRENCHES OR EXCAVATIONS THAT SETTLE.
15. THE CONTRACTOR SHALL BE RESPONSIBLE TO PREPARE AND SUBMIT A TRAFFIC CONTROL PLAN TO THE APPROPRIATE JURISDICTIONAL AGENCIES AND THE OWNER'S REPRESENTATIVE IF THEIR WORK AND OPERATIONS AFFECT OR IMPACT THE PUBLIC RIGHTS-OF-WAY. OBTAIN APPROVAL PRIOR TO ANY WORK WHICH AFFECTS OR IMPACTS THE PUBLIC RIGHTS-OF-WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THIS REQUIREMENT DURING THE CONTRACT PERIOD.
16. SIGHT TRIANGLES AND SIGHT LINES SHALL REMAIN UNOBSTRUCTED BY EQUIPMENT, CONSTRUCTION MATERIALS, PLANT MATERIAL OR ANY OTHER VISUAL OBSTACLE DURING THE CONTRACT PERIOD AND AT MATURITY OF PLANTS PER LOCAL JURISDICTIONAL REQUIREMENTS. NO PLANT MATERIAL OTHER THAN GROUND COVER IS ALLOWED TO BE PLANTED ADJACENT TO FIRE HYDRANTS AS STIPULATED BY JURISDICTIONAL REQUIREMENTS.
17. COORDINATE SITE ACCESS, STAGING, STORAGE AND CLEANOUT AREAS WITH OWNER'S REPRESENTATIVE.
18. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY SAFETY FENCING AND BARRIERS AROUND ALL IMPROVEMENTS SUCH AS WALLS, PLAY STRUCTURES, EXCAVATIONS, ETC. ASSOCIATED WITH THEIR WORK UNTIL SUCH FACILITIES ARE COMPLETELY INSTALLED PER THE PLANS, SPECIFICATIONS AND MANUFACTURER'S RECOMMENDATIONS.
19. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF THEIR MATERIAL STOCK PILES AND WORK FROM VANDALISM, EROSION OR UNINTENDED DISTURBANCE DURING THE CONSTRUCTION PERIOD AND UNTIL FINAL ACCEPTANCE IS ISSUED.
20. THE CONTRACTOR SHALL KNOW, UNDERSTAND AND ABIDE BY ANY STORM WATER POLLUTION PREVENTION PLAN (SWPPP) ASSOCIATED WITH THE SITE. IF A STORM WATER POLLUTION PREVENTION PLAN IS NOT PROVIDED BY THE OWNER'S REPRESENTATIVE, REQUEST A COPY BEFORE PERFORMANCE OF ANY SITE WORK.
21. MAINTAIN ANY STORM WATER MANAGEMENT FACILITIES THAT EXIST ON SITE FOR FULL FUNCTIONALITY. THE CONTRACTOR SHALL INSTALL AND MAINTAIN ANY NEW STORM WATER MANAGEMENT FACILITIES THAT ARE IDENTIFIED IN THE SCOPE OF WORK TO FULL FUNCTIONALITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER FOR FAILURE TO MAINTAIN STORM WATER MANAGEMENT FACILITIES DURING THE CONTRACT PERIOD.
22. THE CONTRACTOR SHALL PREVENT SEDIMENT, DEBRIS AND ALL OTHER POLLUTANTS FROM EXITING THE SITE OR ENTERING THE STORM SEWER SYSTEM DURING ALL DEMOLITION OR CONSTRUCTION OPERATIONS THAT ARE PART OF THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THESE REQUIREMENTS DURING THEIR CONTRACTED COURSE OF WORK.
23. THE CONTRACTOR SHALL BE RESPONSIBLE TO PREVENT ANY IMPACTS TO ADJACENT WATERWAYS, WETLANDS, OR OTHER ENVIRONMENTALLY SENSITIVE AREAS RESULTING FROM WORK DONE AS PART OF THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THESE STANDARDS DURING THEIR CONTRACTED COURSE OF WORK.
24. THE CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL INSURE THAT ALL LOADS OF CONSTRUCTION MATERIAL IMPORTED TO OR EXPORTED FROM THE PROJECT SITE SHALL BE PROPERLY COVERED TO PREVENT LOSS OF MATERIAL DURING TRANSPORT. TRANSPORTATION METHODS ON PUBLIC RIGHT-OF-WAYS SHALL CONFORM TO JURISDICTIONAL REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THESE REQUIREMENTS.
25. THE CLEANING OF EQUIPMENT IS PROHIBITED AT THE JOB SITE UNLESS AUTHORIZED BY THE OWNER'S REPRESENTATIVE IN A DESIGNATED AREA. THE DISCHARGE OF WATER, WASTE CONCRETE, POLLUTANTS, OR OTHER MATERIALS SHALL ONLY OCCUR IN AREAS DESIGNED FOR SUCH USE AND APPROVED BY THE OWNER'S REPRESENTATIVE.
26. THE DISCHARGE OF WATER CONTAINING WASTE CONCRETE IN THE STORM SEWER IS PROHIBITED.
27. OPEN SPACE SWALES: IF SWALES ARE EXISTING ON SITE AND ARE NOT INTENDED TO BE MODIFIED AS PART OF THE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN THE CONVEYANCE OF WATER WITHIN THE SWALES DURING THE CONTRACT PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DIVERSION OR PUMPING OF WATER IF REQUIRED TO COMPLETE WORK. ANY SWALES DISTURBED BY THE CONTRACTOR SHALL BE REPAIRED/RESTORED TO THEIR ORIGINAL CONDITION. IF THE SWALE NEEDS TO BE DISTURBED OR MODIFIED FOR ANY REASON, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO DISTURBANCE.
28. DETENTION AND WATER QUALITY PONDS: IF DETENTION PONDS AND WATER QUALITY PONDS ARE EXISTING ON SITE AND ARE NOT INTENDED TO BE MODIFIED AS PART OF THE PLANS, THE CONTRACTOR SHALL MINIMIZE DISTURBANCE TO THE PONDS, DRAINAGE STRUCTURES AND SPILLWAYS DURING CONSTRUCTION. ALL PONDS DRAINAGE STRUCTURES AND SPILLWAYS SHALL BE MAINTAINED IN OPERABLE CONDITIONS AT ALL TIMES. ANY POND OR SPILLWAY AREAS DISTURBED BY THE CONTRACTOR SHALL BE REPAIRED/RESTORED TO THEIR ORIGINAL CONDITION. IF THE POND NEEDS TO BE DISTURBED OR MODIFIED FOR ANY REASON, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO DISTURBANCE.
29. MAINTENANCE ACCESS BENCHES: IF MAINTENANCE BENCHES OR ACCESS ROADS EXIST ON SITE AND ARE NOT INTENDED TO BE MODIFIED AS PART OF THE PLANS, THE CONTRACTOR SHALL MINIMIZE DISTURBANCE TO THE BENCHES OR ACCESS ROADS DURING CONSTRUCTION. ANY BENCHES OR ACCESS ROADS DISTURBED BY THE CONTRACTOR SHALL BE REPAIRED/RESTORED TO THEIR ORIGINAL CONDITION. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING BENCHES AND ACCESS ROADS DURING THE CONSTRUCTION PERIOD. IF ACCESS NEEDS TO BE BLOCKED FOR ANY REASON, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO INTERRUPTION OF ACCESS.
30. LOCAL, STATE AND FEDERAL JURISDICTIONAL REQUIREMENTS, RESTRICTIONS OR PROCEDURES SHALL SUPERSEDE THESE PLANS, NOTES AND SPECIFICATIONS WHEN MORE STRINGENT. NOTIFY THE OWNER'S REPRESENTATIVE IF CONFLICTS OCCUR.
31. SPECIFICATIONS ARE SHOWN TO INDICATE THE DESIGN INTENT. SUBSTITUTES FOR ALL MATERIALS AND FINISHES MAY BE CONSIDERED IF THEY MATCH THE APPEARANCE, QUALITY, AND GENERAL SPECIFICATIONS AS PRODUCTS SHOWN ON THIS SHEET AND SUBSEQUENT DETAILS. ALL MATERIALS AND FINISHES WILL REQUIRE A SAMPLE (OR DATA SHEET) TO BE SUBMITTED FOR FINAL REVIEW AND APPROVAL BY THE OWNER'S REPRESENTATIVE, PRIOR TO INSTALLATION. SUBSTITUTIONS WILL BE CONSIDERED.
32. PROPOSED GRADING IS BASED ON EXISTING TOPOGRAPHY BASE FILES PROVIDED BY OTHERS. PCS GROUP ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE GRADING INFORMATION OR AS-BUILT CONDITIONS. THE CONTRACTOR SHALL ACCEPT FINAL GRADING PRIOR TO COMMENCING WORK AND SHALL NOTIFY THE OWNER AND LANDSCAPE ARCHITECT OF ANY DISCREPANCIES BETWEEN THE ACTUAL GRADING CONDITIONS AND PROPOSED DESIGN PRIOR TO BEGINNING WORK.
33. ALL EASEMENTS SHALL BE KEPT FREE OF ABOVE AND BELOW GRADE OBSTRUCTIONS AND ENCROACHMENTS. ENCROACHMENTS INTO THE EASEMENTS WITH MONUMENT SIGN, MASONRY FENCE COLUMNS, WINDOW WELLS, COUNTERFORTS, MECHANICAL EQUIPMENT, BAY WINDOWS, FIREPLACES, FIRE PITS, PATIOS, DECKS, RETAINING WALLS AND THEIR COMPONENTS, ETC. SHALL NOT BE PERMITTED. IN ADDITION TO PLATTED EASEMENTS, EQUIPMENT OPERATING CLEARANCES SHALL BE MAINTAINED WITHOUT OBSTRUCTION.

NOT FOR CONSTRUCTION

DESIGNED BY:	MLH/BTN	DRAWN BY:	MLH/BTN	CHECKED BY:	PS	APPROVED BY:	REVISIONS												
							NO.	DESCRIPTION	DATE	BY									

MUEGGE FARMS FILING 7
LANDSCAPE GENERAL NOTES

DATE: 01/04/2023

JOB NO: 13301.00

SCALE
HORIZONTAL N/A VERTICAL N/A

15 of 36

MUEGGE FARMS FILING 7 FINAL DEVELOPMENT PLAN

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF
THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO
TOTAL AREA = 2,639,606 SQ. FT. OR 60.597 ACRES MORE OR LESS

16 OF 36



LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- 3-RAIL FENCE
- POTENTIAL MONUMENT SIGN LOCATION PER ODP

NOTE:
 FOR MORE INFORMATION ON MONUMENT SIGNAGE, SEE ODP FOR SIGN DESIGN INTENT AND OTHER INFORMATION.

NOT FOR CONSTRUCTION

DESIGNED BY:	MLH/BTN	DRAWN BY:	MLH/BTN	CHECKED BY:	PS	APPROVED BY:	REVISIONS		
							NO.	DESCRIPTION	DATE

MUEGGE FARMS FILING 7
OVERALL SITE PLAN

DATE: 01/04/2023
 JOB NO: 13301.00
 SCALE
 HORIZONTAL: N/A VERTICAL: N/A
 16 of 36

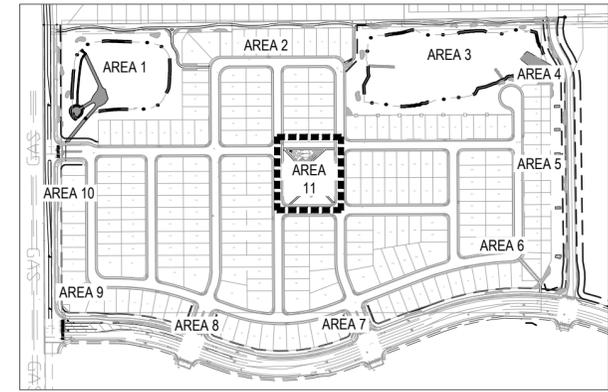
1 OVERALL LANDSCAPE SITE PLAN
 Scale: 1"= 150'-0"



MUEGGE FARMS FILING 7 FINAL DEVELOPMENT PLAN

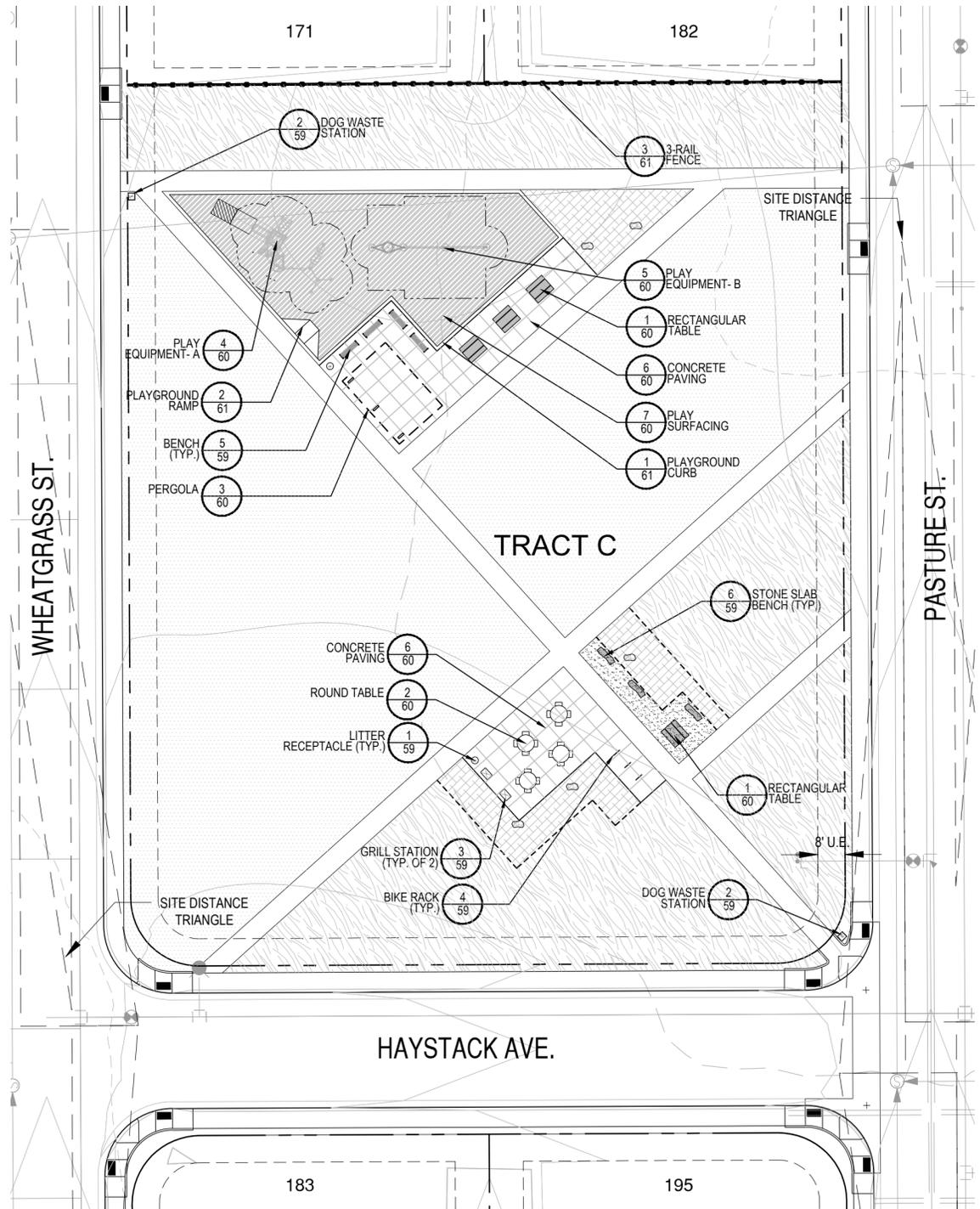
A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF
THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO
TOTAL AREA = 2,639,606 SQ. FT. OR 60.597 ACRES MORE OR LESS

17 OF 36



KEY MAP
SCALE: NTS

people creating spaces
pcs group inc.
www.pcsgroupco.com
200 kalamath street
denver co 80223
+ 303.531.4905



WHEATGRASS ST.

PASTURE ST.

TRACT C

HAYSTACK AVE.

LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- 3-RAIL FENCE
- POTENTIAL MONUMENT SIGN LOCATION PER ODP
- STEEL EDGER
- 2'-3' BOULDER
- CRUSHER FINES
- FIBAR
- LOW GROW SEED MIX
- SHREDDED BROWN MULCH
- DROUGHT TOLERANT SOD

1 PARK ENLARGEMENT
Scale: 1"= 30'-0"



NOT FOR CONSTRUCTION

REVISIONS	NO.	DESCRIPTION	DATE BY	
			DATE	BY
DESIGNED BY:	MLH/BTN			
DRAWN BY:	MLH/BTN			
CHECKED BY:	PS			
APPROVED BY:				

MUEGGE FARMS FILING 7
PARK SITE PLAN

DATE: 01/04/2023
JOB NO: 13301.00
SCALE
HORIZONTAL: N/A VERTICAL: N/A
17 of 36

MUEGGE FARMS FILING 7 FINAL DEVELOPMENT PLAN

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO
TOTAL AREA = 2,639,606 SQ. FT. OR 60.597 ACRES MORE OR LESS
19 OF 36



DUMOR
W: WWW.DUMOR.COM
P: 800-598-4018

MODEL: 525 TABLE
COLOR: HERITAGE BROWN
ATTACHMENT: SURFACE MOUNT
INSTALL PER MANUFACTURER'S SPECS

CONTACT: ROCKY MOUNTAIN RECREATION
PHONE: 303.783.1452
WWW.RMREC.COM



DUMOR
W: WWW.DUMOR.COM
P: 800-598-4018

MODEL: TABLE 297
COLOR: TEXTURED CHARCOAL
ATTACHMENT: SURFACE MOUNT
INSTALL PER MANUFACTURER'S SPECS

CONTACT: ROCKY MOUNTAIN RECREATION
PHONE: 303.783.1452
WWW.RMREC.COM



ICON SHELTERS
W: WWW.ICONSHelters.COM
P: 800-748-0985

MODEL: TBD
COLOR: TBD
ATTACHMENT: SURFACE MOUNT
INSTALL PER MANUFACTURER'S SPECS

1

RECTANGULAR TABLE

Scale: NTS

2

ROUND TABLE

Scale: NTS

3

PERGOLA

Scale: NTS



BURKE
W: WWW.BCIBURKE.COM
P: 800-266-1250

MODEL: TBD
COLOR: TBD
INSTALL PER MANUFACTURER'S SPECS



BURKE
W: WWW.BCIBURKE.COM
P: 800-266-1250

MODEL: TBD
COLOR: TBD
INSTALL PER MANUFACTURER'S SPECS

4

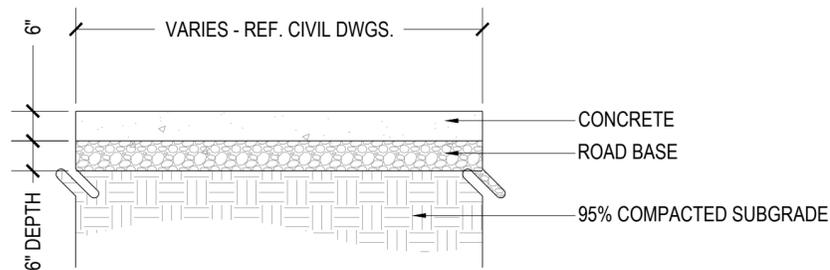
PLAY EQUIPMENT - A

Scale: NTS

5

PLAY EQUIPMENT - B

Scale: NTS



NOTES:

1. EXPANSION JOINTS TO BE EVERY 50' ALONG SIDEWALK AND AS ILLUSTRATED ON PLANS AND DETAILS.
3. CONCRETE COLOR: STANDARD GRAY, FINISH: MEDIUM BROOM
4. CONTROL JOINTS TO BE EVERY 4' ALONG SIDEWALK, UNLESS ILLUSTRATED ON PLANS.
5. REFERENCE GEOTECH REPORT FOR FURTHER SPECIFICS FOR APPROVED CONCRETE MIX AND THICKNESS/DEPTH.
6. DETAIL FOR REFERENCE ONLY.



ZEAGER BROS INC.
W: WWW.ZEAGER.COM
P: 800-346-8524

MODEL: WOODCARPET SYSTEM 11 OR APPROVED EQUAL
COLOR: TBD
INSTALL PER MANUFACTURER'S SPECS

6

CONCRETE PAVING

Scale: NTS

7

PLAYGROUND SURFACING

Scale: NTS

NOT FOR CONSTRUCTION

REVISIONS	NO.	DESCRIPTION	DATE BY	
			DATE	BY
DESIGNED BY:	MLH/BTN			
DRAWN BY:	MLH/BTN			
CHECKED BY:	PS			
APPROVED BY:				

MUEGGE FARMS FILING 7

SITE DETAILS

DATE: 01/04/2023

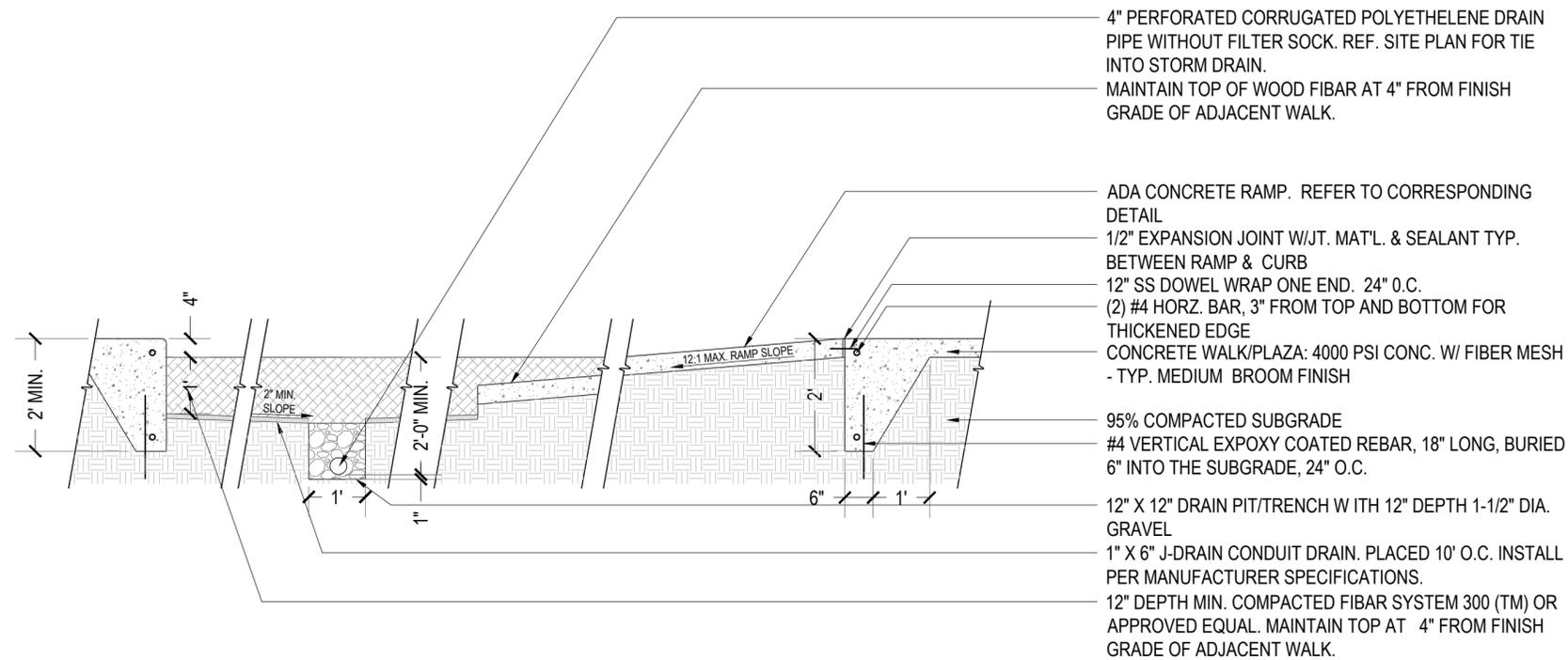
JOB NO: 13301.00

SCALE
HORIZONTAL N/A VERTICAL N/A

MUEGGE FARMS FILING 7 FINAL DEVELOPMENT PLAN

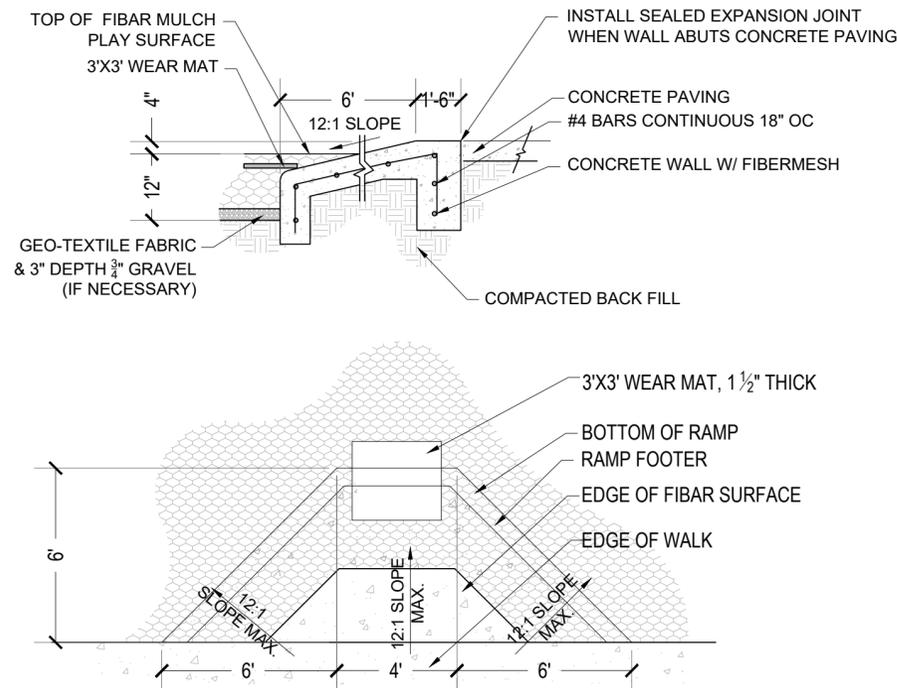
A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO
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20 OF 36

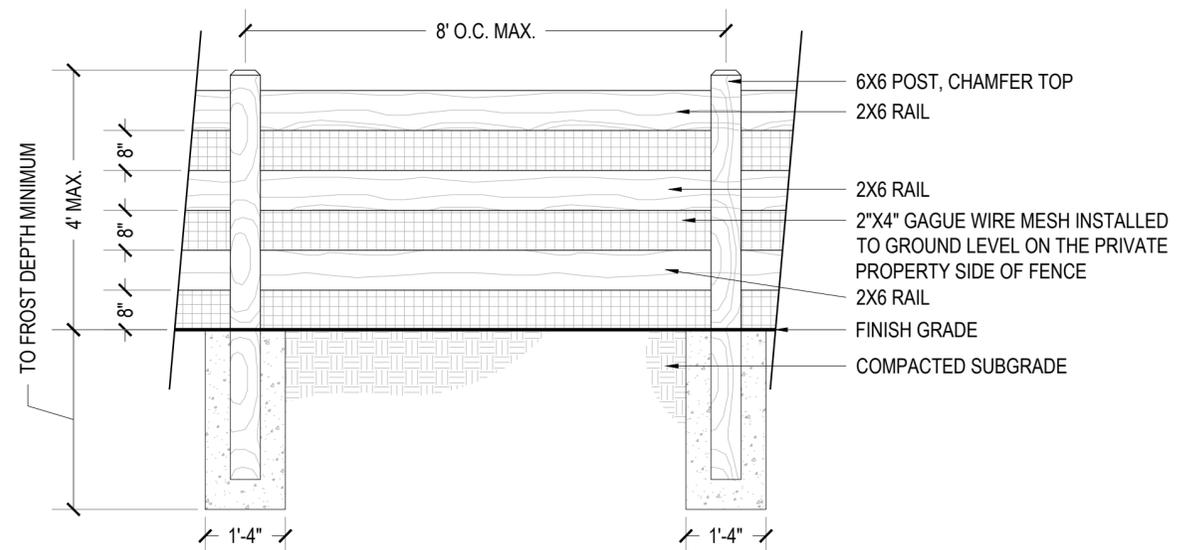


1 PLAYGROUND CURB

Scale: NTS



- NOTES:**
- ALL MEMBERS TO BE A CEDAR.
 - 3-RAIL FENCE TO NOT BE LOCATED IN FRONT YARDS



2 PLAYGROUND RAMP

Scale: NTS

3 3-RAIL FENCE

Scale: NTS

NOT FOR CONSTRUCTION

REVISIONS	NO.	DESCRIPTION	DATE BY	
			DATE	BY
DESIGNED BY:	MLH/BTN			
DRAWN BY:	MLH/BTN			
CHECKED BY:	PS			
APPROVED BY:				

MUEGGE FARMS FILING 7
SITE DETAILS

DATE: 01/04/2023

JOB NO: 13301.00

SCALE
HORIZONTAL N/A VERTICAL N/A

MUEGGE FARMS FILING 7 FINAL DEVELOPMENT PLAN

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF
THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO
TOTAL AREA = 2,639,606 SQ. FT. OR 60.597 ACRES MORE OR LESS

21 OF 36



LANDSCAPE NOTES

1. ALL WORK SHALL CONFORM TO LOCAL CITY AND COUNTY CODES. CONTRACTOR SHALL VERIFY LOCATION OF ALL UNDERGROUND UTILITIES, LINES AND STRUCTURES PRIOR TO EXCAVATION OR TRENCHING. DAMAGE TO THESE UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER OR LANDSCAPE ARCHITECT.
2. PLANT QUANTITIES TO BE BASED ON CONTRACTOR'S ESTIMATE ACCORDING TO PLANS, WHICH ARE SUBJECT TO APPROVAL BY LANDSCAPE ARCHITECT.
3. GRAPHIC SYMBOLS PRESIDE OVER WRITTEN PLANT QUANTITIES, (IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN GRAPHIC AND LANDSCAPE LEGEND, THE PLANT MATERIAL QUANTITY AS DETERMINED BY THE PLAN GRAPHIC SHALL TAKE PRECEDENCE.)
4. ALL TREE AND SHRUB LOCATIONS SHALL BE STAKED BY THE CONTRACTOR AND APPROVED BY THE OWNER, OR LANDSCAPE ARCHITECT.
5. PLANT SUBSTITUTIONS WILL NOT BE PERMITTED WITHOUT APPROVAL BY THE OWNER OR LANDSCAPE ARCHITECT.
6. WINTER PROTECTION AND WATERING OF TREES SHALL BE PROVIDED WHEN NECESSARY TO MAINTAIN THE HEALTH AND SURVIVAL OF PLANT MATERIAL.
7. SOD TO BE DROUGHT TOLERANT 80/20 FESCUE AND BLUEGRASS MIX AND COME FROM A SINGLE GROWER.
8. ALL SHRUB BEDS SHALL RECEIVE WOOD MULCH TO A DEPTH OF 3 INCHES MINIMUM WITH NO LANDSCAPE FABRIC.
9. ALL WOOD MULCH TO BE SHREDDED BROWN GORILLA HAIR MULCH.
10. ALL TREE RINGS TO BE MULCHED WITH WOOD MULCH TO A DEPTH OF 3 INCHES MINIMUM WITH NO LANDSCAPE FABRIC.
11. FOR TREES IN SOD OR NATIVE GRASS, ALLOW A 6' DIAMETER BED WITHOUT SOD AROUND ROOT COLLAR. APPLY 3" DEPTH OF WOOD MULCH OVER 2' DIAMETER BED FOLLOWING SOD INSTALLATION.
12. ALL SHRUB AND SOD AREAS SHALL BE AMENDED PER SOILS TEXT RESULTS.
13. PLANTS SHALL BE INSTALLED IMMEDIATELY UPON DELIVERY TO SITE. IF THIS IS NOT POSSIBLE, PLANTS SHALL BE HEELED IN AND WATERED TO PREVENT DEHYDRATION.
14. PLANTING PITS SHALL BE EXCAVATED TO A MINIMUM OF TWICE THE WIDTH OF THE ROOTBALL. DO NOT DISTURB SOIL AT THE BOTTOM OF PIT BUT SCARIFY SIDES TO PREVENT GLAZING.
15. PLANTS SHOULD BE THOROUGHLY WATERED IMMEDIATELY AFTER PLANTING, ALLOWING WATER TO SOAK DOWN AND FILL REMAINDER OF HOLE WITH LOOSE SOIL. WITHOUT FURTHER PACKING, A MOUND OF SOIL SHALL BE FORMED AROUND THE EDGE OF EACH TREE PIT TO FORM A SHALLOW SAUCER.
16. AFTER PLANT INSTALLATION, ALL PLANT MATERIAL SHALL BE PLACED WITH THEIR ROOT COLLARS SLIGHTLY HIGHER THAN FINISH GRADE. (3" HIGHER FOR TREES.)
17. LANDSCAPING SHALL BE PLANTED AND MAINTAINED BY THE OWNER, SUCCESSOR, AND/OR ASSIGNS. SHOULD ANY PLANT MATERIAL DIE, IT SHALL BE REPLACED WITH SIMILAR PLANT MATERIAL WITHIN ONE PLANTING SEASON.
18. LANDSCAPE MAINTENANCE AND REPLACEMENT: THE PROPERTY OWNER SHALL MAINTAIN THE LANDSCAPING PLAN AS ORIGINALLY APPROVED, AND PROVIDE FOR REPLACEMENT OF PLANT MATERIALS THAT HAVE DIED OR HAVE OTHERWISE BEEN DAMAGED OR REMOVED, AND MAINTENANCE OF ALL NON-LIVE LANDSCAPING MATERIALS. IN THIS CASE, LIVE MATERIAL IS TO BE MAINTAINED AND REPLACED BY THE CONTRACTOR WHICH SHALL BE GUARANTEED FOR ONE YEAR FROM THE DATE OF FINAL INSPECTION.
19. ALL LANDSCAPE SHOWN ON THESE PLANS SHALL BE MAINTAINED IN A NEAT AND ADEQUATE MANNER. REQUIRED MAINTENANCE ACTIVITIES SHALL INCLUDE, BUT NOT BE LIMITED TO TRIMMING OF HEDGES, ADEQUATE IRRIGATION, REPLACEMENT OF DEAD, DISEASED OR UNSIGHTLY LANDSCAPING, REMOVAL OF WEEDS FROM PLANTING AREAS, AND APPROPRIATE PRUNING OF PLANT MATERIALS.
20. THE CONTRACTOR SHALL STAKE OUT ALL KEY AREAS INCLUDING BUT NOT LIMITED TO SIDE WALKS, STEEL EDGING, PLANT BEDS, TREE AND SHRUB LOCATIONS AND OBTAIN APPROVAL BY THE LANDSCAPE ARCHITECT OR DEVELOPER (MAKING MODIFICATIONS AS MAY BE REQUIRED AT NO ADDITIONAL COST), PRIOR TO PROCEEDING WITH THE CONSTRUCTION.
21. SOIL BACKFILL MIXTURE FOR ALL PERENNIAL BEDS SHALL BE 1/3 COW MANURE, 1/3 IMPORTED TOPSOIL, AND 1/3 ON-SITE SOIL.
22. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND BASE HIS BID ON ACTUAL ON-SITE CONDITIONS AND MEASUREMENTS. ANY DISCREPANCIES, ERRORS OR OMISSIONS ON THE CONSTRUCTION DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT MANAGER. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL REVISIONS DUE TO FAILURE TO GIVE SUCH NOTICE.
23. THE CONTRACTOR SHALL RESTORE ANY AND ALL DAMAGE DUE TO HIS CONSTRUCTION OPERATIONS TO THEIR ORIGINAL STATE AT HIS EXPENSE.
24. IF ANY TRANSFORMERS, GROUND-MOUNTED HVAC UNITS, UTILITY PEDESTALS AND SIMILAR FEATURES ARE NOT SHOWN ON THE SIP, ADDITIONAL LANDSCAPING AND SCREENING MAY BE REQUIRED BASED UPON FIELD CONDITIONS DURING THE SITE INSPECTION PRIOR TO ISSUANCE OF THE CERTIFICATE OF OCCUPANCY, OR FINAL INSPECTION AS APPLICABLE.
25. NO CONSTRUCTION ACCESS, ACTIVITY, OR STORAGE OF MATERIALS / DEBRIS / EQUIPMENT IS PERMITTED WITHIN TREE PROTECTION ZONES, INCLUDING GRADING, INSTALLATION OF UNDERGROUND UTILITIES, INSTALLATION OF SITE IMPROVEMENTS, AND / OR GRUBBING. ALL CONSTRUCTION ACTIVITY MUST OCCUR OUTSIDE TREE PROTECTION ZONES.
26. ALL EXISTING GRADES WITHIN TREE PROTECTION ZONES (TPZ) BOUNDARIES MUST REMAIN AS-IS. ALL PROPOSED GRADE CHANGES MUST OCCUR ENTIRELY OUTSIDE TPZ BOUNDARIES.
27. ALL PLANTS INSTALLED SHALL FOLLOW THE PLANT SCHEDULE, INSTALLATION INSTRUCTIONS AND THE LANDSCAPE DRAWINGS ON THE APPROVED LANDSCAPE PLAN INCLUDED IN THIS SITE IMPROVEMENT PLAN. ANY CHANGES TO THE APPROVED LANDSCAPE PLAN, TO INCLUDE PLANT SUBSTITUTIONS, MUST BE APPROVED BY THE CITY IN ADVANCE OF INSTALLATION.
28. ALL MULCH AND/OR ROCK MULCH SHALL BE INSTALLED AND MAINTAINED TO THE DEPTH(S) PROVIDED ON THE APPROVED LANDSCAPE PLAN INCLUDED IN THIS SITE IMPROVEMENT PLAN.
29. ROCK MULCH TO BE INSTALLED AT A MINIMUM DEPTH OF 3" WITH AN APPROVED LANDSCAPE FABRIC.
30. ORGANIC MULCH SHALL NOT BE PLACED WITHIN SIX (6) FEET OF STORM INLETS.
31. THE USE OF IMPERMEABLE SHEET PLASTIC AS A WEED BARRIER IS PROHIBITED,
32. ALL LIVING PLANT MATERIALS, LOW GROW SEED MIX, AND SOD WILL BE PERMANENTLY IRRIGATED WITH RECYCLED WATER (PURPLE PIPE WATER).

SEEDING AND MULCHING INSTALLATION NOTES:

1. SEE PLAN FOR:
 - AREAS OF SEEDING AND MULCHING
 - TYPE OF SEED
 - SEE LANDSCAPE SCHEDULE AND DETAILS SHEET FOR SPECIFICS ON SEEDING MIX.
2. ALL SEED MIXES SHALL BE FREE FROM SUCH NOXIOUS SEEDS SUCH AS RUSSIAN OR CANADIAN THISTLE, COARSE FESCUE, EUROPEAN BINDWEED, JOHNSON GRASS, KNAP WEED AND LEAFY SPURGE.
3. THE SEEDER SHALL FURNISH TO THE CONTRACTOR A SIGNED STATEMENT CERTIFYING THAT THE SEED FURNISHED IS FROM A LOT THAT HAS BEEN TESTED BY A RECOGNIZED LABORATORY. SEED WHICH HAS BECOME WET, MOLDY, OR OTHERWISE DAMAGED IN TRANSIT OR IN STORAGE WILL NOT BE ACCEPTABLE.
4. IF THE SEED AVAILABLE ON THE MARKET DOES NOT MEET THE MINIMUM PURITY AND GERMINATION PERCENTAGES SPECIFIED, THE CONTRACTOR MUST COMPENSATE FOR A LESSER PERCENTAGE OF PURITY OR GERMINATION BY FURNISHING SUFFICIENT ADDITIONAL SEED TO EQUAL THE SPECIFIED PRODUCT.
5. THE FORMULA USED FOR DETERMINING THE QUANTITY OF PURE LIVE SEED(PLS) SHALL BE (POUNDS OF SEED) X (PURITY) X (GERMINATION) = POUNDS OF PURE LIVE SEED (PLS).
6. SEED MIXES AS SPECIFIED IN THESE PLANS SHALL BE USED UNLESS AUTHORIZED AND APPROVED BY LANDSCAPE ARCHITECT, OWNERS REPRESENTATIVE.
7. ALL AREAS TO BE SEEDED AND MULCHED SHALL HAVE NATIVE TOPSOIL OR APPROVED SOIL AMENDMENTS SPREAD TO A DEPTH OF AT LEAST 6 INCHES (LOOSE DEPTH). ALL DISTURBED AREAS SHALL BE LOOSENEED TO A DEPTH OF 6 INCHES PRIOR TO SPREADING TOPSOIL.
8. SOIL IS TO BE THOROUGHLY LOOSENEED (TILLED) TO A DEPTH OF AT LEAST 6 INCHES PRIOR TO SEEDING. THE TOP 6 INCHES OF THE SEED BED SHALL BE GENERALLY FREE OF ROCKS GREATER THAN 4" AND SOIL CLODS GREATER THAN 2 INCHES. SEEDING OVER COMPACTED AREAS THAT HAVE NOT BEEN THOROUGHLY LOOSENEED SHALL BE REJECTED.
9. SEED IS TO BE APPLIED USING A MECHANICAL DRILL SEEDER TO A DEPTH OF ¼ INCH. ROW SPACING SHALL BE NO GREATER THAN 6 INCHES. MATERIAL USED FOR MULCH SHALL CONSIST OF LONG-STEMMED STRAW. AT LEAST 50 PERCENT OF THE MULCH, BY WEIGHT, SHALL BE AS LONG AS POSSIBLE IN LENGTH. MULCH SHALL BE APPLIED AND MECHANICALLY ANCHORED TO A DEPTH OF AT LEAST 4 INCHES. MULCH SHALL BE APPLIED AT A RATE OF 2000 LB. PER ACRE.
10. SEED IS TO BE UNIFORMLY BROADCAST AT TWO TIMES THE DRILL RATE, THEN LIGHTLY HARROWED TO PROVIDE A SEED DEPTH OF APPROXIMATELY ¼ INCH, THEN ROLLED TO COMPACT, THEN MUCH AS SPECIFIED ABOVE.
11. WHEN SEEDING AND MULCHING IS USED TO STABILIZE DISTURBED AREAS, ALL DISTURBED AREAS WHICH ARE EITHER FINAL GRADED, OR WILL REMAIN INACTIVE FOR A PERIOD OF MORE THAN 30 DAYS SHALL BE REQUIRED TO BE STABILIZED WITHIN 14 DAYS OF THE COMPLETION OF GRADING ACTIVITIES. THIS MAY REQUIRE MULTIPLE MOBILIZATIONS OF SEEDING AND MULCHING.
12. MULCH SHALL BE APPLIED WITHIN 24 HOURS OF SEEDING.
13. TACKIFIER SHALL BE UTILIZED TO HELP WITH STRAW DISPLACEMENT.
14. HYDRAULIC SEEDING IS NOT AN ACCEPTABLE METHOD OF SEEDING.
15. HYDROMULCH MAY BE USED FOR LIMITED APPLICATION (STEP SLOPES).
16. REFER TO THE GESC MANUAL FOR THIS PROJECT FOR FURTHER DETAILS AND NOTES.

NOT FOR CONSTRUCTION

REVISIONS	NO.	DESCRIPTION	DATE		BY	

DESIGNED BY:	MLH/BTN
DRAWN BY:	MLH/BTN
CHECKED BY:	PS
APPROVED BY:	

MUEGGE FARMS FILING 7	LANDSCAPE NOTES
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DATE: 01/04/2023

JOB NO: 13301.00

SCALE
HORIZONTAL N/A VERTICAL N/A

21 of 36

MUEGGE FARMS FILING 7 FINAL DEVELOPMENT PLAN

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF
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22 OF 36

PLANT SCHEDULE OVERALL LANDSCAPE PLAN

EVERGREEN TREES	QTY	BOTANICAL NAME	COMMON NAME	ROOT	CALIPER/HT.	HEIGHT WIDTH	IRR ZONE	SIGNATURE
PC	13	Pinus cembra	Swiss Stone Pine	B & B	6" Ht. Min.	25' x 20'	Low	
PP	42	Pinus edulis	Pinon Pine	B & B	6" Ht. Min.	25' x 15'	Low	F/P Sun
PF	11	Pinus flexilis 'Vanderwolf's Pyramid'	Vanderwolf's Pyramid Pine	B & B	6" Ht. Min.	50' x 30'	Low	
PH	29	Pinus heldreichii	Bosnian Pine	B & B	6" Ht. Min.	30' x 15'	Low	F/P Sun
AP	10	Pinus nigra	Austrian Black Pine	B & B	6" Ht. Min.	50' x 35'	Low	F/P Sun
ORNAMENTAL TREES	QTY	BOTANICAL NAME	COMMON NAME	ROOT	CALIPER/HT.	HEIGHT WIDTH	IRR ZONE	SIGNATURE
AB2	10	Amelanchier canadensis 'Autumn Brilliance'	Autumn Brilliance Serviceberry	B & B	2" Cal	20' x 15'	Low	F/P Sun
TCH	13	Crataegus crus-galli inermis	Thornless Cockspur Hawthorn	B & B	2" Cal	20' x 15'	Moderate	F/P Sun
MR	10	Malus x 'Royal Raindrops'	Royal Raindrops Crabapple	B & B	2" Cal	20' x 15'	Low	
SS2	1	Malus x 'Spring Snow'	Spring Snow Crab Apple	B & B	2" Cal	20' x 15'	Low	F/P Sun
CRC	16	Prunus virginiana 'Canada Red'	Canada Red Chokecherry	B & B	2" Cal	25' x 20'	Moderate	F/P Sun
CHP	1	Pyrus calleryana 'Chanticleer'	Chanticleer Pear	B & B	2" Cal	35' x 16'	Low-Mod	F/P Sun
CANOPY TREES	QTY	BOTANICAL NAME	COMMON NAME	ROOT	CALIPER/HT.	HEIGHT WIDTH	IRR ZONE	SIGNATURE
CS	20	Catalpa speciosa	Northern Catalpa	B & B	2.5" Cal	50' x 30'	Low	F/P Sun
HKB	21	Celtis occidentalis	Western Hackberry	B & B	2.5" Cal	50' x 50'	Low-Mod	F/P Sun
GS2	12	Gleditsia triacanthos inermis 'Shademaster'	Shademaster Locust	B & B	2" Cal	50' x 35'	Low	
GD	16	Gymnocladus dioica 'Espresso'	Kentucky Coffeetree	B & B	2" Cal	50' x 35'	Low	
BRO	23	Quercus macrocarpa	Bur Oak	B & B	2.5" Cal	60' x 50'	Low	F/P Sun
QR	7	Quercus robur	English Oak	B & B	2.5" Cal	60' x 50'	Moderate	
QC	12	Quercus robur x alba 'Crimson Spire'	Crimson Spire Oak	B & B	2" Cal	45' x 15'	Moderate	F/P Sun
QR2	25	Quercus rubra	Red Oak	B & B	2.5" Cal	50' x 50'		
SJ	3	Sophora japonica	Japanese Pagoda Tree	B & B	2.5" Cal	50' x 40'	Low-Mod	F/P Sun
GLL	26	Tilia cordata 'Greenspire'	Greenspire Littleleaf Linden	B & B	2.5" Cal	40' x 35'	Moderate	F/P Sun
UD	8	Ulmus davidiana japonica 'Discovery'	Discovery Elm	B & B	2.5" Cal	50' x 50'	Moderate	
DECIDUOUS SHRUB	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT/WIDTH	IRR ZONE	SIGNATURE	
AP2	28	Arctostaphylos x coloradensis 'Panchito'	Panchito Manzanita	5 gal				
FN	78	Forestiera neomexicana	New Mexican Privet	5 gal	10' x 8'	Low	F/P Sun	
PP2	17	Prunus besseyi 'Pawnee Buttes'	Creeping Western Sand Cherry	5 gal	1.5' x 5'	Low	Full Sun	
PLS	5	Prunus x cistena	Purple Leaf Sand Cherry	5 gal	8' x 6'	Low	Full Sun	
RG2	196	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	5 gal	3' x 6'	Mod-High	F/P Sun	
RG3	58	Rhus glabra	Smooth Sumac	5 gal	10' x 8'			
EVERGREEN SHRUB	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT/WIDTH	IRR ZONE	SIGNATURE	
AP3	22	Arctostaphylos x coloradensis 'Panchito'	Panchito Manzanita	5 gal	2' x 6'	LOW		
JUB	117	Juniperus horizontalis 'Blue Chip'	Blue Chip Juniper	5 gal	8" x 7"	Low	Full Sun	
JH	11	Juniperus horizontalis 'Hughes'	Hughes Juniper	5 gal	1.5' x 6'	Low	F/P Sun	
JH3	8	Juniperus horizontalis 'Hughes'	Hughes Creeping Juniper	5 gal	1.5' x 6'			
PERENNIALS	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT/WIDTH	IRR ZONE	SIGNATURE	
AC	7	Agastache x 'Coronado Red'	Anise Hyssop	1 gal	2.5' x 3'	Low	Full Sun	
AT2	17	Agastache x 'Tangerine Dreams'	Hyssop	1 gal	3' x 2'	Moderate	F/P Sun	
CB	10	Campanula persicifolia 'Blue'	Peachleaf Bellflower	5 gal	2' x 1'	Moderate	F/P Sun	
DA	7	Dicentra spectabilis 'Alba'	White Bleeding heart	1 gal	2' x 2'	Moderate	F/P Sun	
EP	4	Echinacea purpurea	Purple Coneflower	1 gal	3' x 2'	Moderate	F/P Sun	
EM2	32	Echinacea purpurea 'Magnus'	Magnus Purple Coneflower	1 gal	2' x 2'	Low	F/P Sun	
DAY	15	Hemerocallis x 'Stella de Oro'	Stella de Oro Daylily	1 gal	1.5' x 1'	Moderate	F/P Sun	
NF	5	Nepeta x faassenii	Catmint	1 gal	2' x 3'	Low-Mod	F/P Sun	
PM2	54	Penstemon mexicali 'Pike's Peak Purple'	Penstemon	1 gal	2.5' x 1-4'	Low	F/P Sun	
BES	9	Rudbeckia fulgida 'Goldsturm'	Goldsturm Black-eyed Susan	1 gal	2' x 2'	Low-Mod	F/P Sun	
ORNAMENTAL GRASS	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT/WIDTH	IRR ZONE	SIGNATURE	
BB	158	Bouteloua gracilis 'Blonde Ambition'	Blonde Ambition Blue Grama	1 gal	3' x 2'	Low	F/P Sun	
FRG	299	Calamagrostis x acutiflora 'Karl Foerster'	Feather Reed Grass	1 gal	2' x 4'	Low-Mod	F/P Sun	
FR2	41	Calamagrostis x acutiflora 'Karl Foerster'	Feather Reed Grass	1 gal	5' x 30"	Low-Mod	F/P Sun	
FE	30	Festuca glauca 'Elijah Blue'	Blue Fescue	1 gal	1' x 1'	Low	F/P Sun	
HS	6	Helictotrichon sempervirens	Blue Oat Grass	1 gal	2.5' x 2.5'	Low	F/P Sun	
MJ	112	Miscanthus sinensis	Eulalia Grass	5 gal				
MM	34	Miscanthus sinensis 'Morning Light'	Morning Light Maiden Grass	1 gal	5' x 3'	Low-Mod	Full Sun	
PH2	231	Panicum virgatum 'Heavy Metal'	Heavy Metal Switch Grass	1 gal	2'-3'			

GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT
	SD	24,602 sf	DROUGHT TOLERANT FESCUE/ BLUE GRASS	80/20 MIX SOD	.
	CC2	428 sf	GRAY CRUSHER FINES	CRUSHER FINES	.
	NS	16,763 sf	NATIVE SEED - LOW GROW MIX	SEED	seed
	SBM	39,118 sf	SHREDDED BROWN MULCH	MULCH	.

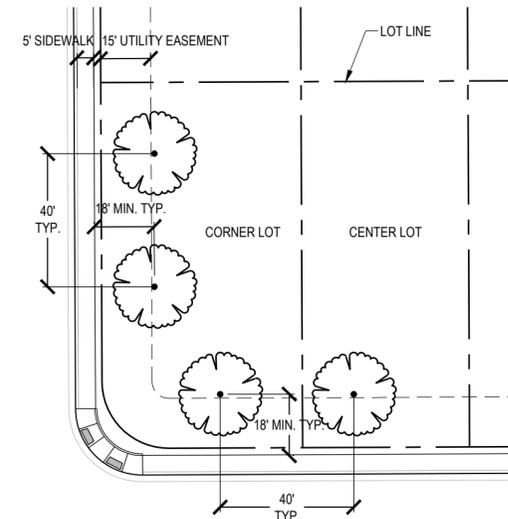
NATIVE SEED MIX INFORMATION:

MAKE: NATIVE GRASS SEED- LOW-GROW MIX
APPLICATION RATE:
FOR NEW SEEDING, BROADCAST AT
20-25LBS./ACRE OR DRILLED AT 15-20LBS./ACRE.

ARKANSAS VALLEY SEED INC.
4300 MONACO ST.
DENVER, CO 80216
W: WWW.AVSEEDS.COM
P (303) 320-7500

MIX CONTAINS:
30% EPHRAIM CRESTED WHEATGRASS
25% SHEEP FESCUE
20% PERENNIAL RYE
15% CHEWINGS FESCUE

LOT TYPICAL- TREE PLANTING



NOT FOR CONSTRUCTION

REVISIONS	NO.	DESCRIPTION	DATE	BY

DESIGNED BY:	MLH/BTN	DRAWN BY:	MLH/BTN	CHECKED BY:	PS	APPROVED BY:	
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MUEGGE FARMS FILING 7
LANDSCAPE SCHEDULE

DATE: 01/04/2023
JOB NO: 13301.00

SCALE
HORIZONTAL N/A VERTICAL N/A

MUEGGE FARMS FILING 7 FINAL DEVELOPMENT PLAN

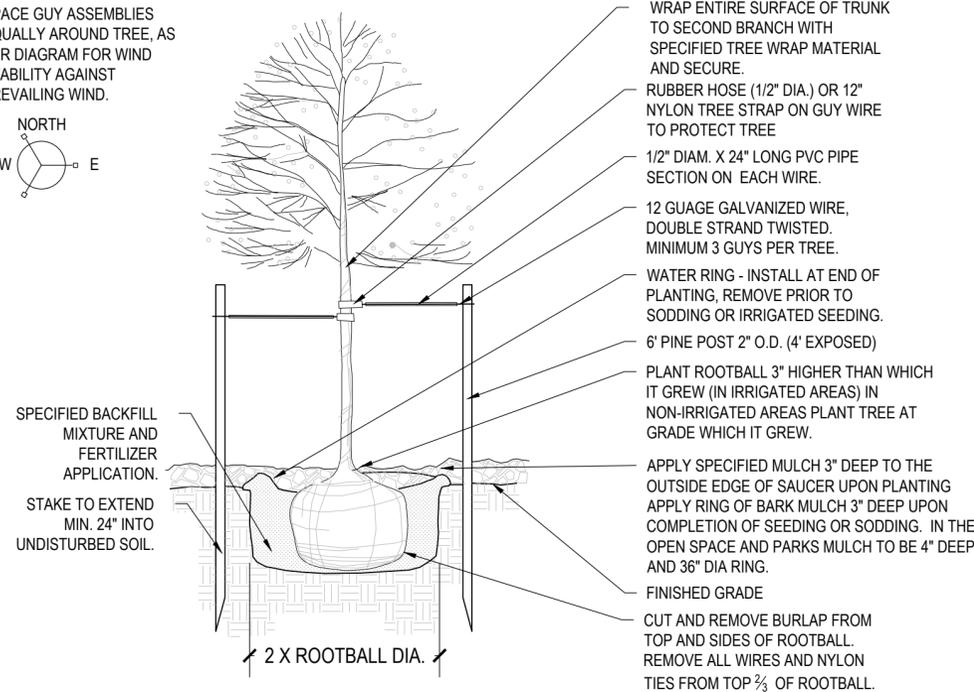
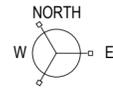
A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO
TOTAL AREA = 2,639,606 SQ. FT. OR 60.597 ACRES MORE OR LESS

23 OF 36

NOTES:

1. ANY BROKEN OR CRUMBLING ROOTBALLS WILL BE REJECTED.
2. REMOVING THE CONTAINERS WILL NOT BE AN EXCUSE FOR DAMAGED ROOTBALLS.
3. STREET TREES ARE TO BE LIMBED UP TO 8'. PRUNING SHALL OCCUR IN THE APPROPRIATE MANNER AT THE NURSERY. SUBSTANTIAL PRUNING WILL NOT BE ALLOWED ON-SITE.

SPACE GUY ASSEMBLIES EQUALLY AROUND TREE, AS PER DIAGRAM FOR WIND STABILITY AGAINST PREVAILING WIND.



1

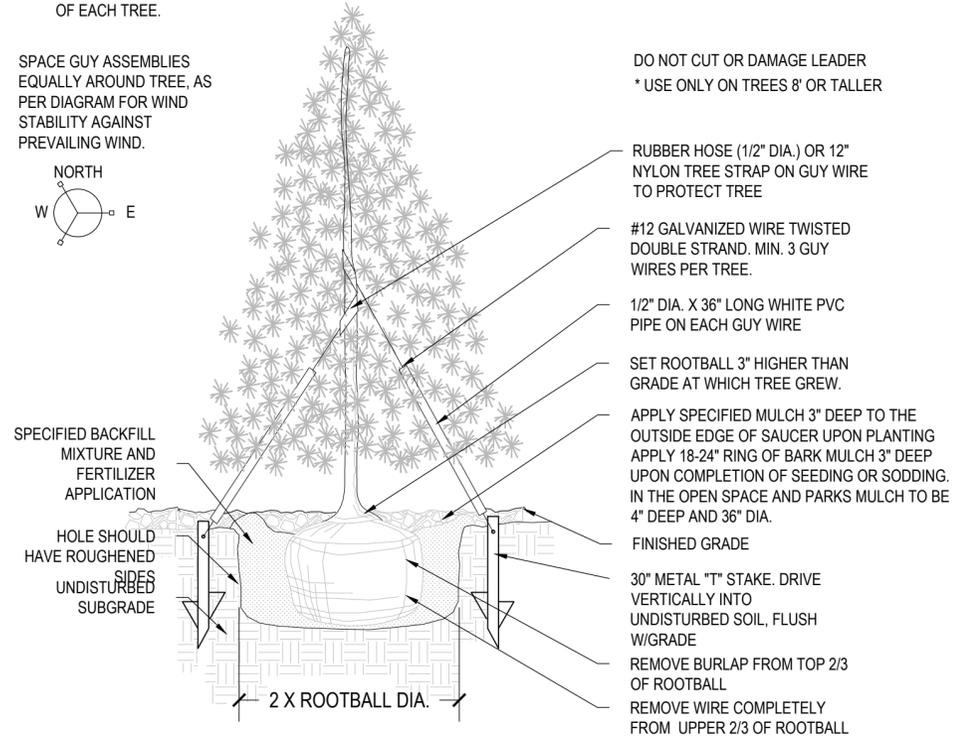
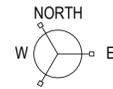
DECIDUOUS TREE

Scale: NTS

NOTES:

1. ANY BROKEN OR CRUMBLING ROOTBALLS WILL BE REJECTED. REMOVING THE CONTAINERS WILL NOT BE AN EXCUSE FOR DAMAGED ROOTBALLS.
2. TREES PLANTED WITHIN DRAIN STRIP OR SCREE AREA SHALL HAVE 3'-0" DIAMETER RING OF MULCH 5" DEEP AT THE BASE OF EACH TREE.

SPACE GUY ASSEMBLIES EQUALLY AROUND TREE, AS PER DIAGRAM FOR WIND STABILITY AGAINST PREVAILING WIND.



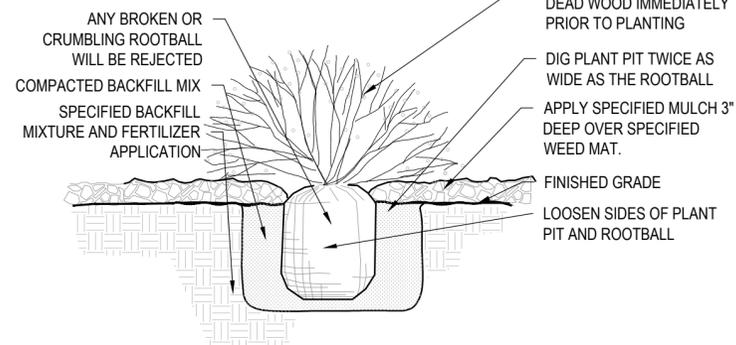
2

EVERGREEN TREE

Scale: NTS

NOTES:

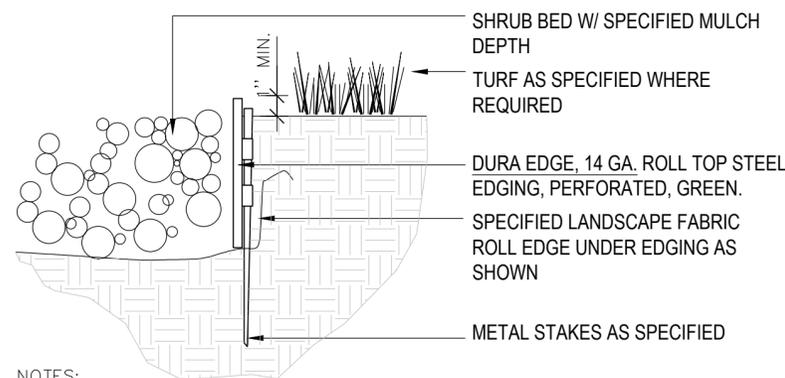
1. ANY BROKEN OR CRUMBLING ROOTBALLS WILL BE REJECTED. REMOVING THE CONTAINERS WILL NOT BE AN EXCUSE FOR DAMAGED ROOTBALLS
2. HOLD GRADE 1" BELOW EDGE OF WALK OR CURB.
3. ALL JUNIPER PLANTS SHOULD BE PLANTED SO TOP OF ROOT MASS OCCURS AT FINISH GRADE OF MULCH LAYER
4. SHRUBS PLANTED WITHIN THE DRAIN STRIP OR SCREE AREAS SHALL HAVE A 12" DIAMETER RING OF MULCH AT THE BASE OF EACH SHRUB
5. PLANT ALL SHRUBS AND ANDD MULCH RING PRIOR TO PLACING ROCK



3

SHRUB

Scale: NTS



NOTES:

1. SET ALL EDGING 1" ABOVE FINISH GRADE AS SHOWN.
2. EDGING SHALL ABUT ALL CONCRETE CURBS AND WALKS PERPENDICULAR, AND FLUSH W/ GRADES OF CONCRETE.
3. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
4. FOR PRODUCT ORDERING, DIVIDE NUMBER OF FEET NEEDED BY 9.33 TO OBTAIN THE NUMBER OF 10' PIECES NEEDED.

4

STEEL EDGER

Scale: NTS

NOT FOR CONSTRUCTION

REVISIONS	NO.	DESCRIPTION	DATE BY	
			DATE	BY
DESIGNED BY:	MLH/BTN			
DRAWN BY:	MLH/BTN			
CHECKED BY:	PS			
APPROVED BY:				

MUEGGE FARMS FILING 7	LANDSCAPE DETAILS
-----------------------	-------------------

DATE: 01/04/2023
JOB NO: 13301.00

SCALE
HORIZONTAL N/A VERTICAL N/A

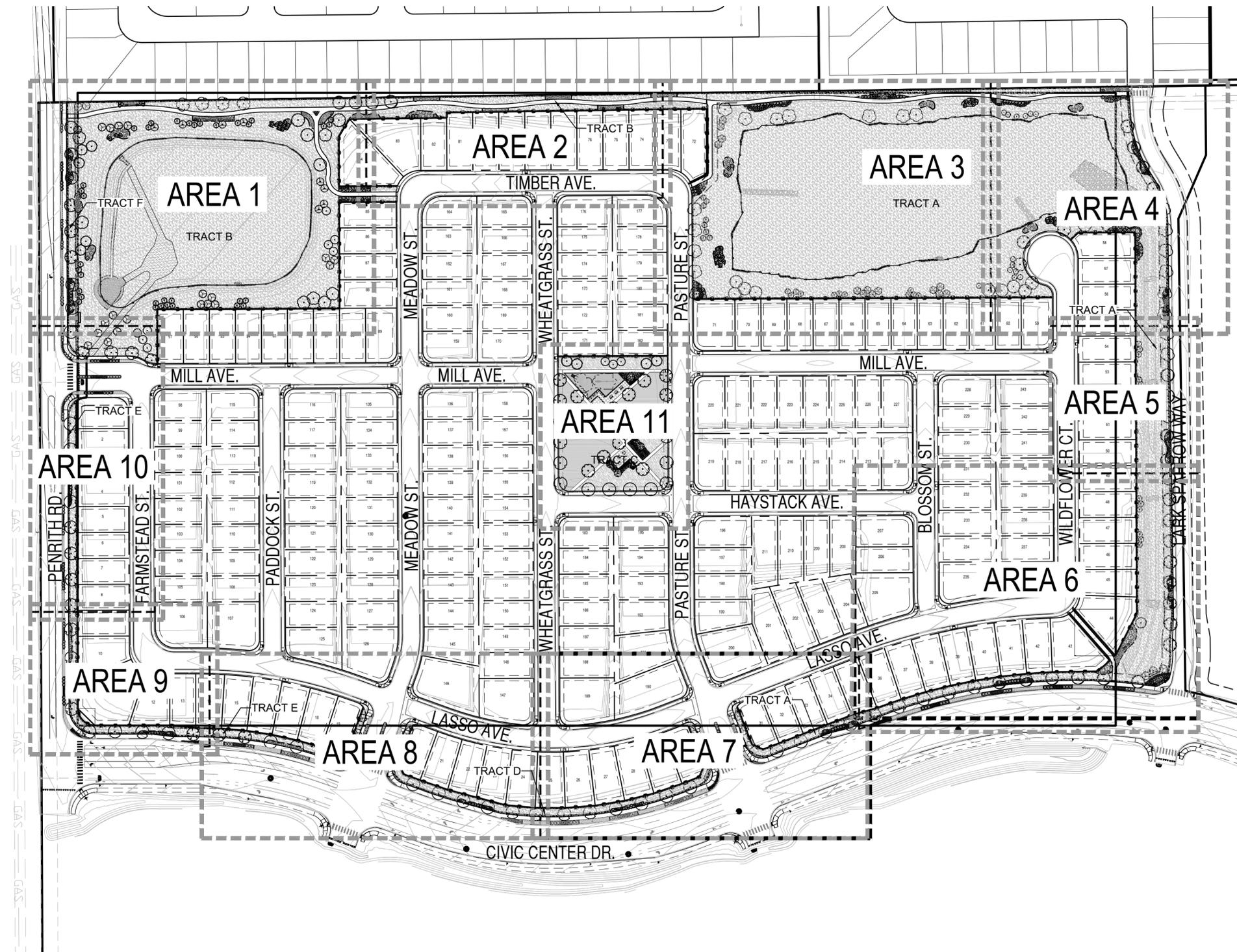
MUEGGE FARMS FILING 7 FINAL DEVELOPMENT PLAN

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO
TOTAL AREA = 2,639,606 SQ. FT. OR 60.597 ACRES MORE OR LESS
24 OF 36

LANDSCAPE CHART								
REQUIREMENT: 1 TREE AND 10 SHRUBS OR AN ACCEPTABLE COMBINATION OF TREES AND SHRUBS FOR EVERY 2,000 S.F. OF LANDSCAPED AREA.								
TRACT	AREA SF	REQUIRED			PROVIDED			TOTAL SHRUBS AFTER EXCHANGES
		TREES	SHRUBS	TREES ²	SHRUBS	O. GRASS ³	PERENNIAL ³	
A ^{1,2}	205,405	103	1027	137	451	275	71	909
B ^{1,2}	135,789	66	679	100	217	93	0	569
C ²	54,368	27	272	40	81	77	96	267
D ²	11,477	6	57	18	18	36	0	153
E ²	18,519	9	93	25	26	71	0	207
F ²	7,122	4	36	9	10	15	0	69
Total	432,680	216	2163	329	803	567	167	2174

Notes:
¹ SF TOTALS FOR TRACTS A AND B HAVE EXCLUDED THE BOTTOMS OF THE DETENTION/ INFILTRATION POND FROM THE TOTAL SF USED FOR LANDSCAPE REQUIREMENTS.
² EXTRA PROVIDED TREES HAVE BEEN EXCHANGED FOR SHRUBS AT A RATIO OF 10 SHRUBS FOR 1 TREE.
³ ORNAMENTAL GRASSES AND SHRUBS PROVIDED HAVE BEEN EXCHANGED AT A RATE OF 3 FOR 1 SHRUB.

people creating spaces
pcs group inc.
 www.pcsgroupco.com
 200 kalamath street
 denver co 80223
 +303.531.4905



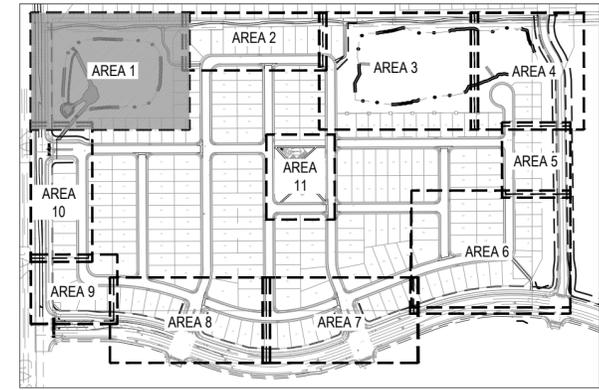
1 OVERALL PLANTING PLAN
 Scale: 1"= 150'-0"



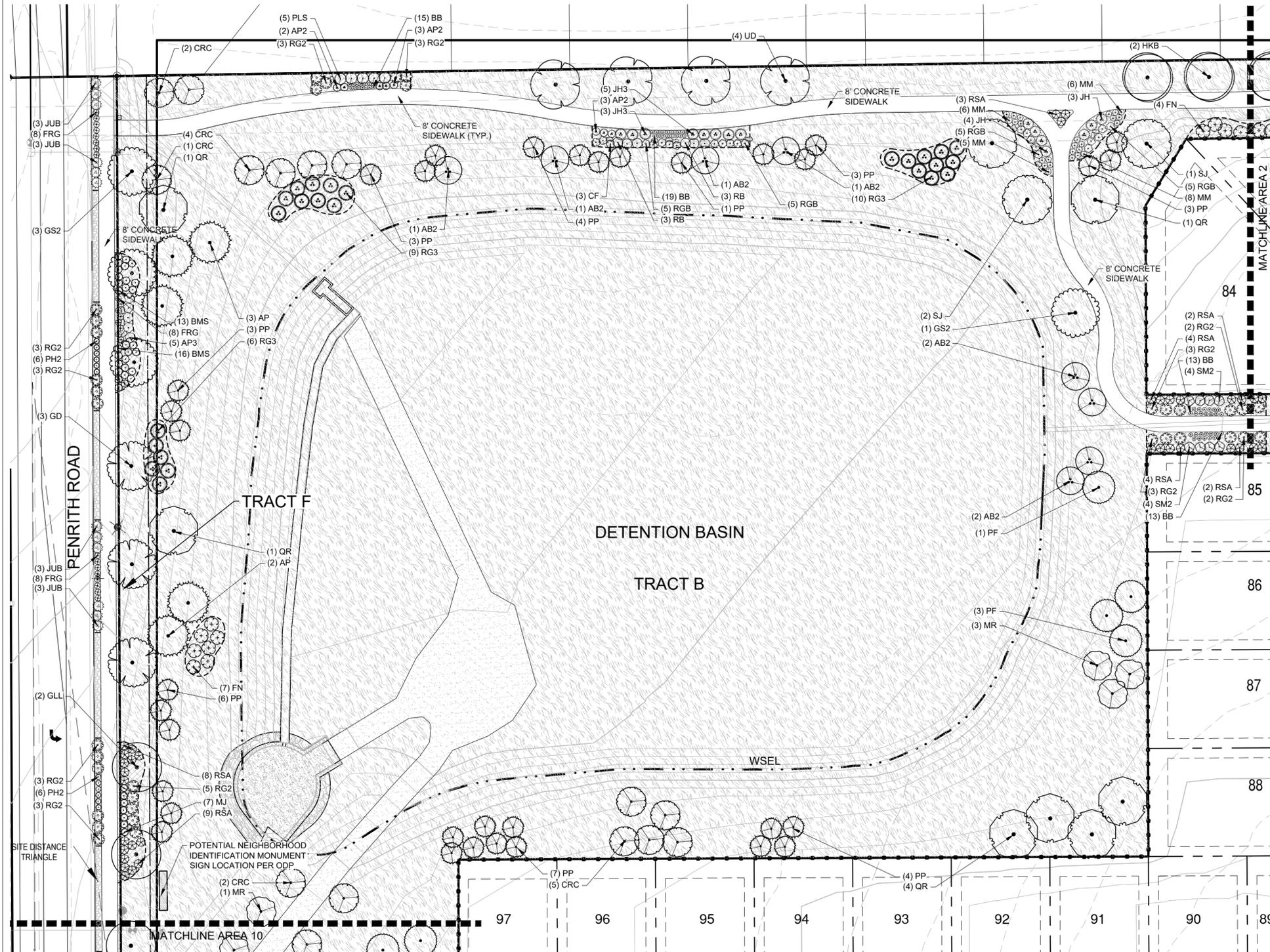
NOT FOR CONSTRUCTION	
REVISIONS	DATE BY
NO.	DESCRIPTION
DESIGNED BY: MLH/BTN	DRAWN BY: MLH/BTN
CHECKED BY: PS	APPROVED BY:
MUEGGE FARMS FILING 7	OVERALL LANDSCAPE PLAN
DATE: 01/04/2023	JOB NO: 13301.00
HORIZONTAL SCALE: N/A	VERTICAL SCALE: N/A
24 of 36	

MUEGGE FARMS FILING 7 FINAL DEVELOPMENT PLAN

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF
THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO
TOTAL AREA = 2,639,606 SQ. FT. OR 60.597 ACRES MORE OR LESS
25 OF 36



KEY MAP
SCALE: NTS



LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- POTENTIAL MONUMENT
- SIGN LOCATION PER ODP
- 3-RAIL FENCE
- STEEL EDGER
- 2'-3" BOULDER
- DECIDUOUS TREE
- EVERGREEN TREES
- ORNAMENTAL TREES
- LOW GROW SEED MIX
- SHREDDED BROWN MULCH
- DROUGHT TOLERANT SOD

NOTE:

- ALL LIVING PLANT MATERIALS, LOW GROW SEED MIX, AND SOD WILL BE PERMANENTLY IRRIGATED WITH RECYCLED WATER (PURPLE PIPE WATER).
- FOR MORE INFORMATION ON MONUMENT SIGNAGE, SEE ODP FOR SIGN DESIGN INTENT AND OTHER INFORMATION.

NOT FOR CONSTRUCTION

REVISIONS	NO.	DESCRIPTION	DATE	BY

DESIGNED BY:	MLH/BTN	DRAWN BY:	MLH/BTN	CHECKED BY:	PS	APPROVED BY:	
MUEGGE FARMS FILING 7		LANDSCAPE PLAN					

DATE: 01/04/2023
JOB NO: 13301.00
SCALE: HORIZONTAL N/A VERTICAL N/A
25 of 36

1 PLANTING PLAN: AREA 1
Scale: 1" = 40'-0"



MUEGGE FARMS FILING 7 FINAL DEVELOPMENT PLAN

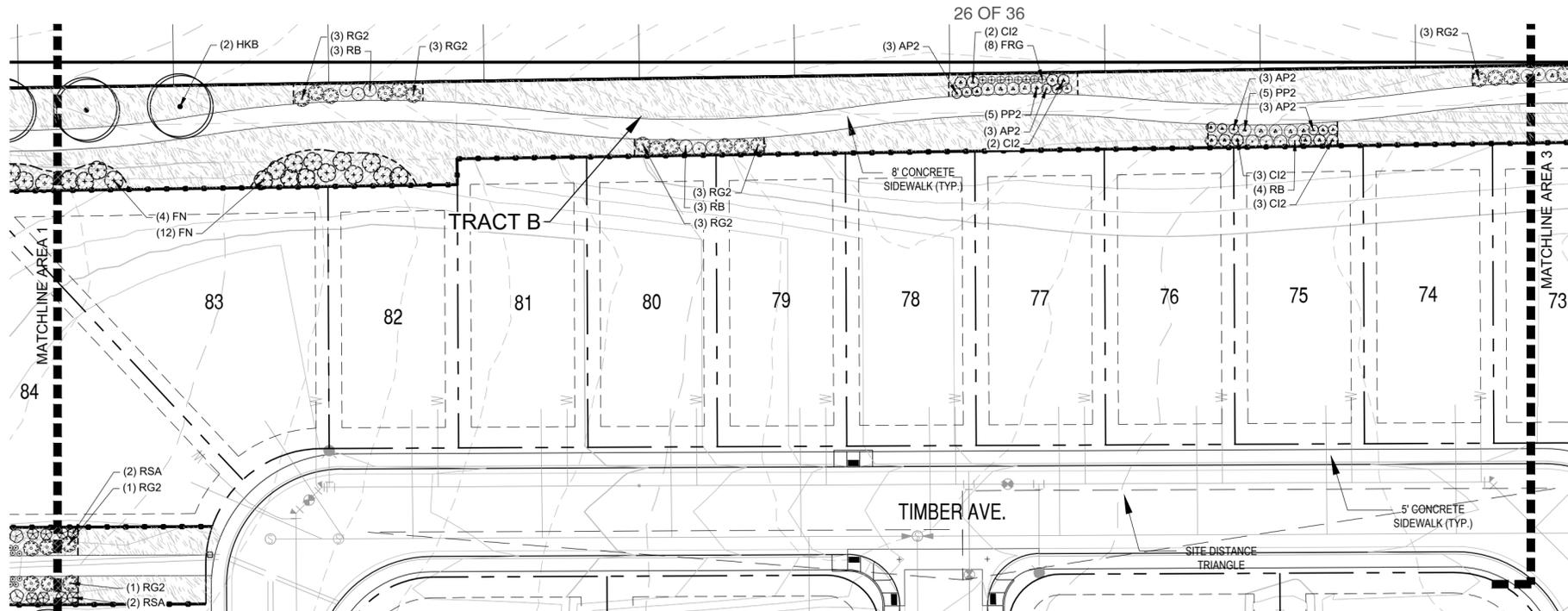
A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF
THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO
TOTAL AREA = 2,639,606 SQ. FT. OR 60.597 ACRES MORE OR LESS

LEGEND

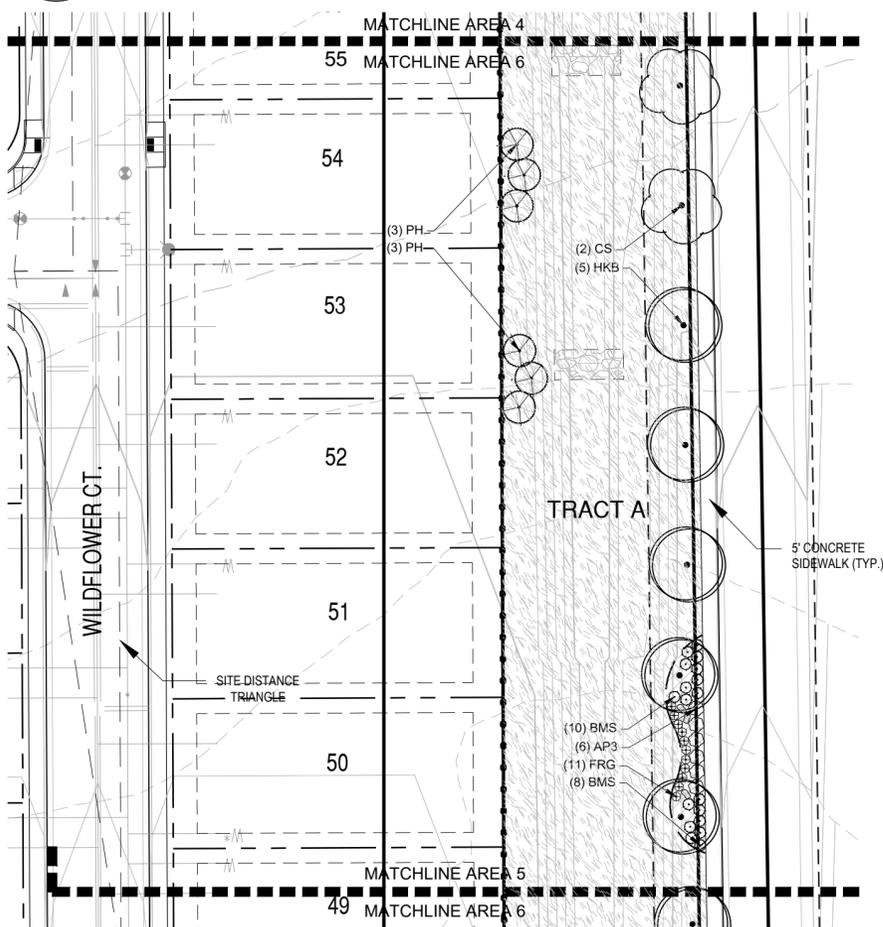
- PROPERTY BOUNDARY
- LOT LINE
- POTENTIAL MONUMENT SIGN LOCATION PER ODP
- 3-RAIL FENCE
- STEEL EDGER
- 2'-3' BOULDER
- DECIDUOUS TREE
- EVERGREEN TREES
- ORNAMENTAL TREES
- LOW GROW SEED MIX
- SHREDDED BROWN MULCH
- DROUGHT TOLERANT SOD

NOTE:

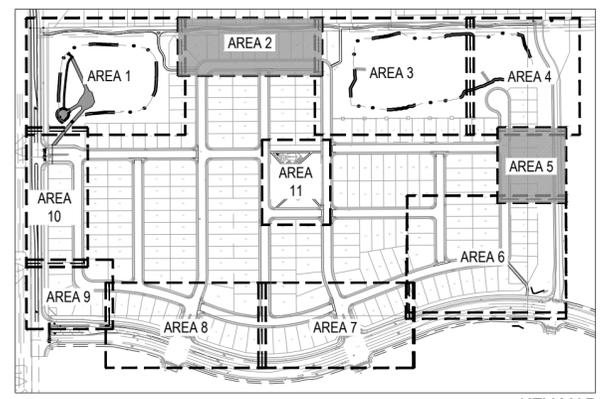
- ALL LIVING PLANT MATERIALS, LOW GROW SEED MIX, AND SOD WILL BE PERMANENTLY IRRIGATED WITH RECYCLED WATER (PURPLE PIPE WATER).
- FOR MORE INFORMATION ON MONUMENT SIGNAGE, SEE ODP FOR SIGN DESIGN INTENT AND OTHER INFORMATION.



1 PLANTING PLAN: AREA 2
Scale: 1"= 40'-0"



2 PLANTING PLAN: AREA 5
Scale: 1"= 40'-0"



KEY MAP
SCALE: NTS

NOT FOR CONSTRUCTION

REVISIONS	NO.	DESCRIPTION	DATE BY	
			DATE	BY

DESIGNED BY: MLH/BTN
DRAWN BY: MLH/BTN
CHECKED BY: PS
APPROVED BY:

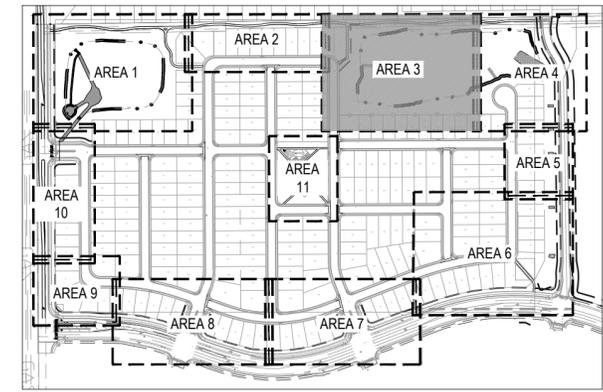
MUEGGE FARMS FILING 7
LANDSCAPE PLAN

DATE: 01/04/2023
JOB NO: 13301.00

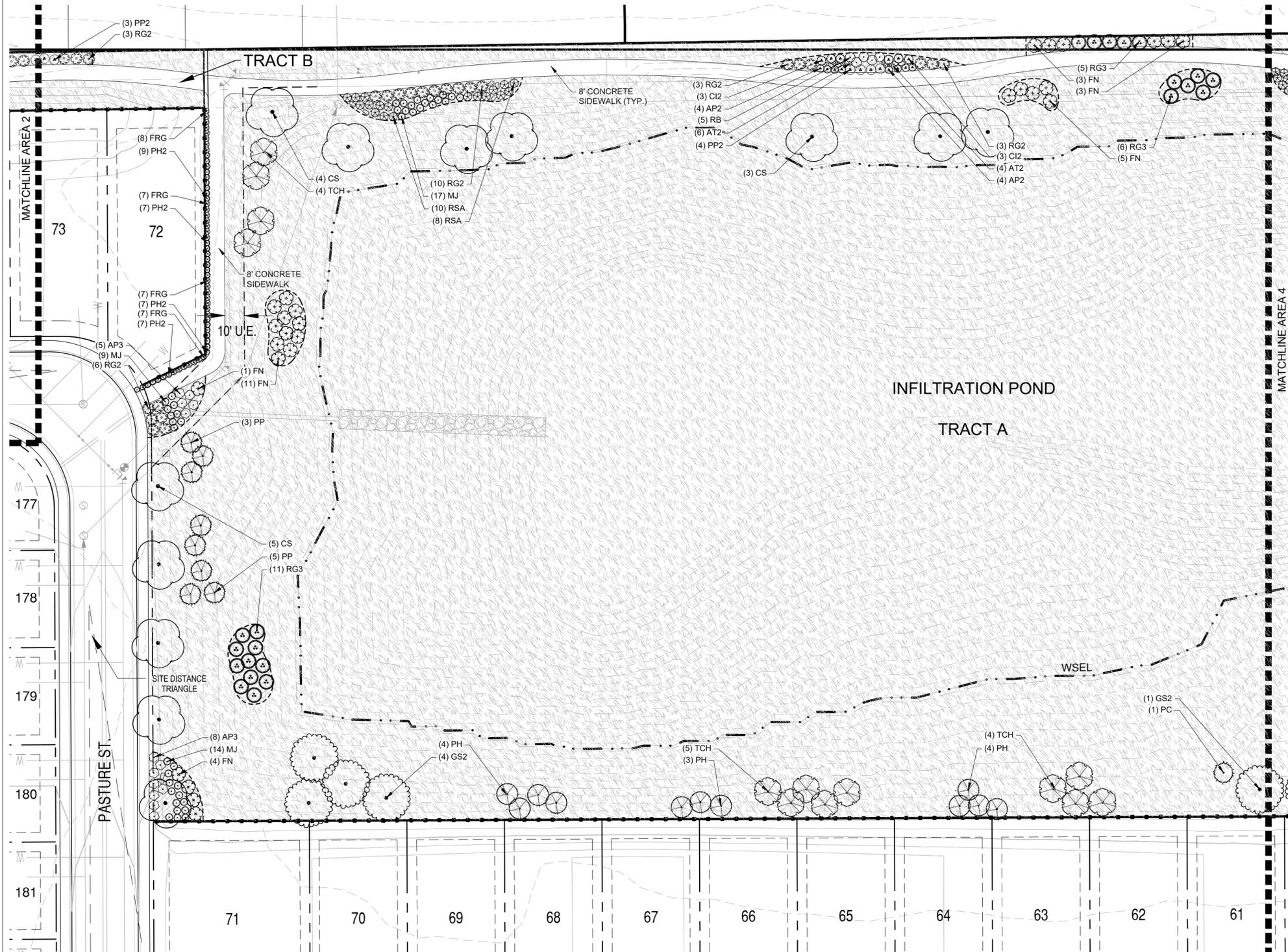
SCALE
HORIZONTAL: N/A VERTICAL: N/A

MUEGGE FARMS FILING 7 FINAL DEVELOPMENT PLAN

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF
THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO
TOTAL AREA = 2,639,606 SQ. FT. OR 60.597 ACRES MORE OR LESS
27 OF 36



KEY MAP
SCALE: NTS



LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- POTENTIAL MONUMENT SIGN LOCATION PER ODP
- 3-RAIL FENCE
- STEEL EDGER
- 2'-3' BOULDER
- DECIDUOUS TREE
- EVERGREEN TREES
- ORNAMENTAL TREES
- LOW GROW SEED MIX
- SHREDDED BROWN MULCH
- DROUGHT TOLERANT SOD

NOTE:

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- FOR MORE INFORMATION ON MONUMENT SIGNAGE, SEE ODP FOR SIGN DESIGN INTENT AND OTHER INFORMATION.

NOT FOR CONSTRUCTION

REVISIONS	NO.	DESCRIPTION	DATE	BY
DESIGNED BY:	MLH/BTN			
DRAWN BY:	MLH/BTN			
CHECKED BY:	PS			
APPROVED BY:				

MUEGGE FARMS FILING 7

LANDSCAPE PLAN

DATE: 01/04/2023
JOB NO: 13301.00

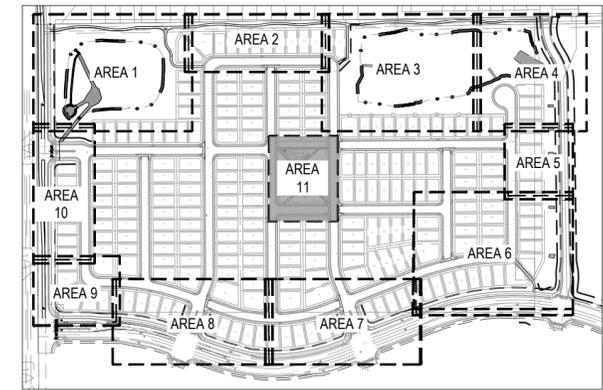
SCALE
HORIZONTAL N/A VERTICAL N/A

1 PLANTING PLAN: AREA 3
Scale: 1"= 40'-0"

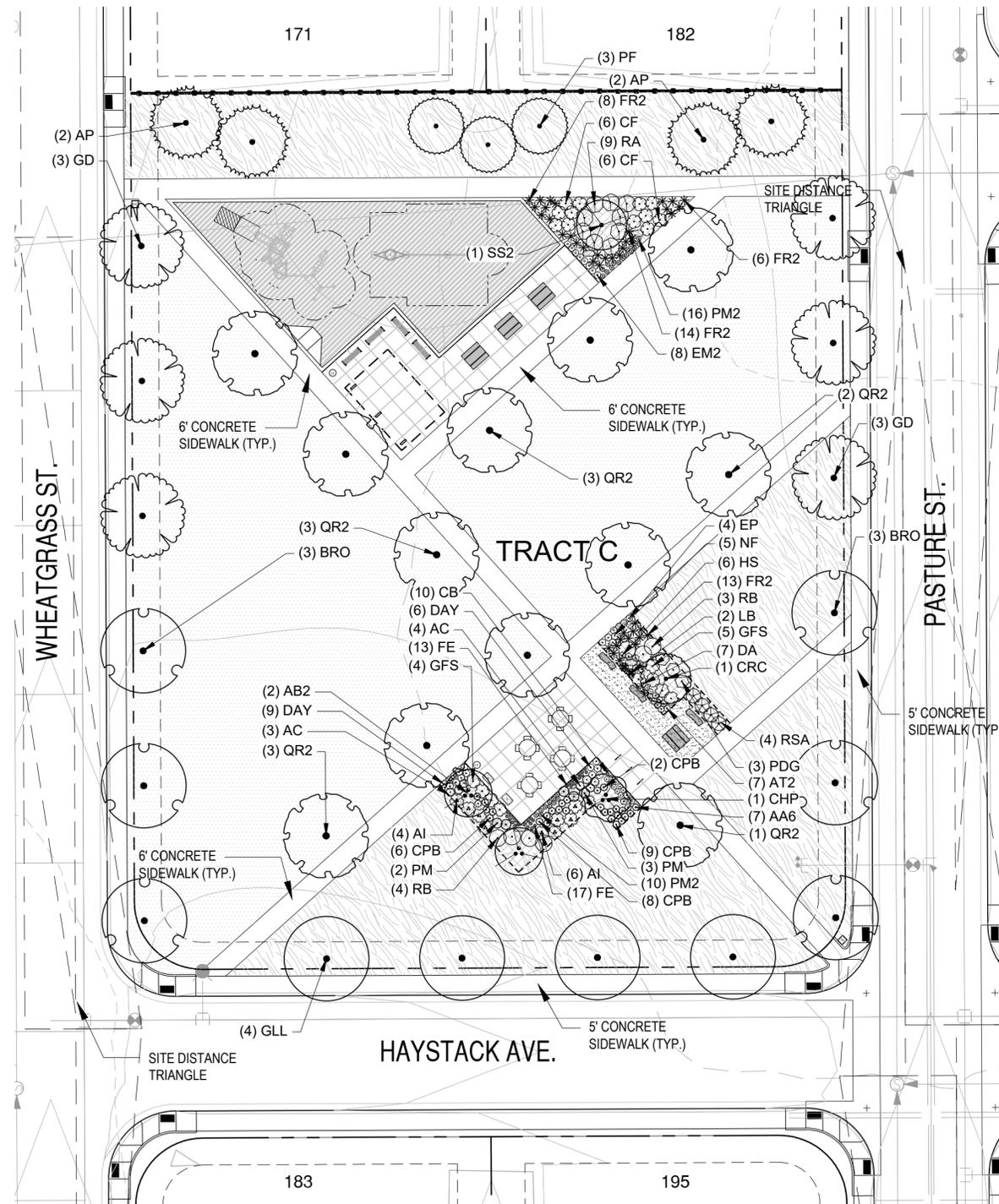


MUEGGE FARMS FILING 7 FINAL DEVELOPMENT PLAN

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO
TOTAL AREA = 2,639,606 SQ. FT. OR 60.597 ACRES MORE OR LESS
32 OF 36



KEY MAP
SCALE: NTS



LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- POTENTIAL MONUMENT SIGN LOCATION PER ODP
- 3-RAIL FENCE
- STEEL EDGER
- 2-3' BOULDER
- DECIDUOUS TREE
- EVERGREEN TREES
- ORNAMENTAL TREES
- LOW GROW SEED MIX
- SHREDDED BROWN MULCH
- DROUGHT TOLERANT SOD

NOTE:
• ALL LIVING PLANT MATERIALS, LOW GROW SEED MIX, AND SOD WILL BE PERMANENTLY IRRIGATED WITH RECYCLED WATER (PURPLE PIPE WATER).
• FOR MORE INFORMATION ON MONUMENT SIGNAGE, SEE ODP FOR SIGN DESIGN INTENT AND OTHER INFORMATION.

1 PARK PLANTING PLAN: AREA 11
Scale: 1" = 30'-0"
SCALE: 1"=30'-0"
0 30' 90' NORTH

NOT FOR CONSTRUCTION

REVISIONS	NO.	DESCRIPTION	DATE	BY
DESIGNED BY:	MLH/BTN			
DRAWN BY:	MLH/BTN			
CHECKED BY:	PS			
APPROVED BY:				

MUEGGE FARMS FILING 7
PARK LANDSCAPE PLAN

DATE: 01/04/2023
JOB NO: 13301.00

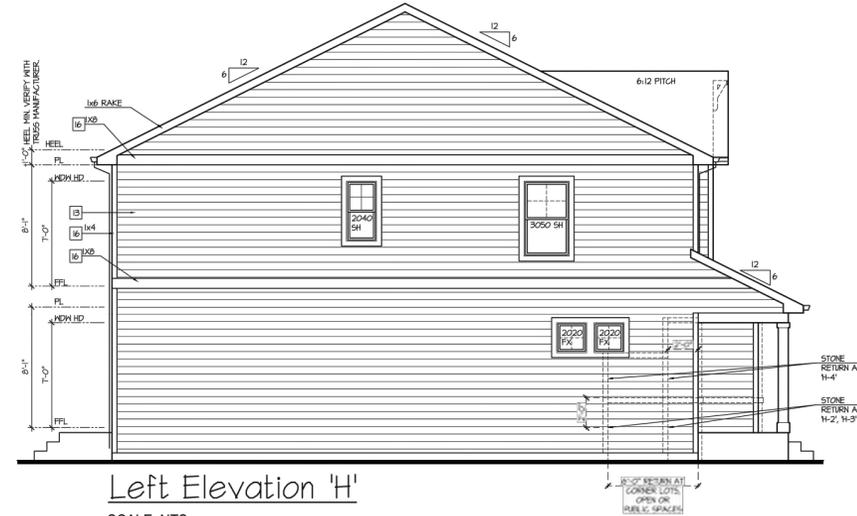
SCALE
HORIZONTAL: N/A VERTICAL: N/A

MUEGGE FARMS FILING 7 FINAL DEVELOPMENT PLAN

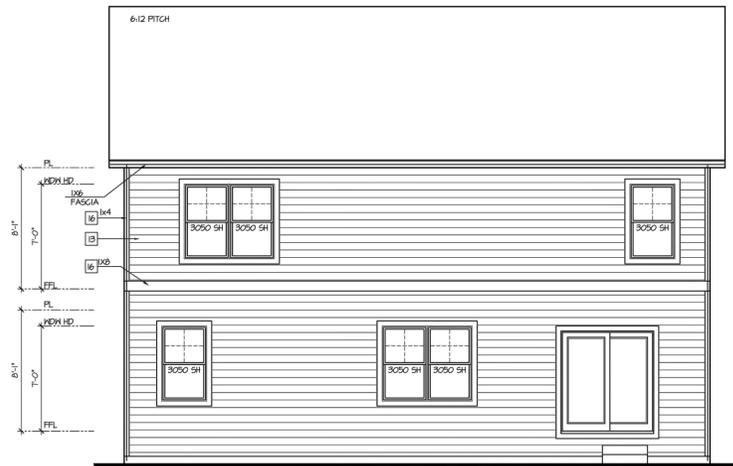
A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF
THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO
TOTAL AREA = 2,639,606 SQ. FT. OR 60.597 ACRES MORE OR LESS
33 OF 36



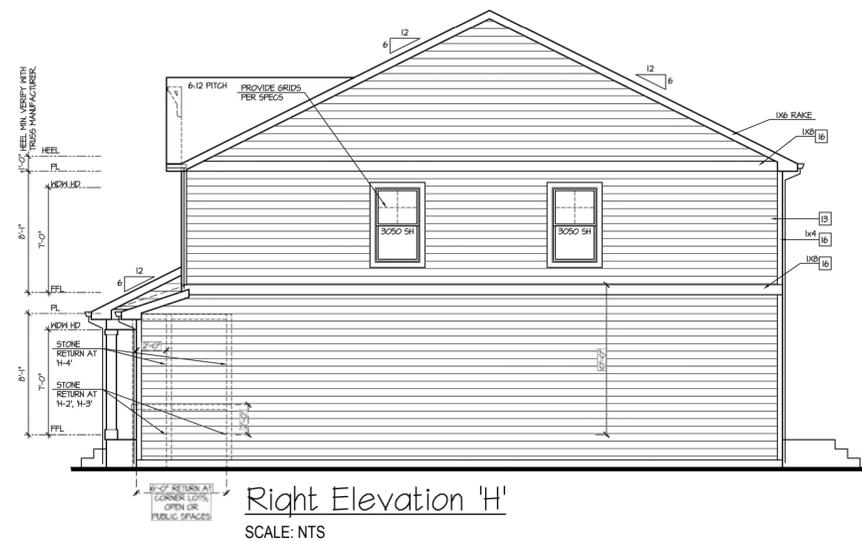
Front Elevation 'H-3'
SCALE: NTS



Left Elevation 'H'
SCALE: NTS



Rear Elevation 'H'
SCALE: NTS



Right Elevation 'H'
SCALE: NTS

NOT FOR CONSTRUCTION

REVISIONS	NO.	DESCRIPTION	DATE BY	
DESIGNED BY:	MLH/BTN			
DRAWN BY:	MLH/BTN			
CHECKED BY:	PS			
APPROVED BY:				

MUEGGE FARMS FILING 7

ELEVATIONS

DATE: 01/04/2023
JOB NO: 13301.00

SCALE
HORIZONTAL: N/A VERTICAL: N/A

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF SECTION 33 AND A PORTION OF THE SOUTHEAST QUARTER OF SECTION 32, ALL LYING IN TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 33 (#6 REBAR W/ 3 1/4" ALUMINUM CAP STAMPED BASIN SURVEYS LS 30086 - 1998), WHENCE THE WEST QUARTER CORNER OF SAID SECTION 33 (#6 REBAR W/ 3 1/4" ALUMINUM CAP STAMPED PLS 24942 - 2001) BEARS SOUTH 00 DEGREES 17 MINUTES 18 SECONDS EAST A DISTANCE OF 2677.44 FEET (BASIS OF BEARING - ASSUMED);

THENCE NORTH 89 DEGREES 08 MINUTES 57 SECONDS EAST ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33 A DISTANCE OF 2639.15 FEET;

THENCE NORTH 89 DEGREES 09 MINUTES 06 SECONDS EAST ALONG THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33 A DISTANCE OF 1937.20 FEET;

THENCE THE FOLLOWING TWO (2) COURSES ALONG THE WESTERLY AND SOUTHERLY LINES OF A PARCEL OF LAND DESCRIBED IN DEED RECORDED JANUARY 25, 1999 IN BOOK 5623 AT PAGE 641 RECORDED IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE:
 1) SOUTH 00 DEGREES 23 MINUTES 58 SECONDS EAST A DISTANCE OF 914.59 FEET;
 2) THENCE NORTH 89 DEGREES 09 MINUTES 42 SECONDS EAST A DISTANCE OF 650.52 FEET;

THENCE SOUTH 00 DEGREES 25 MINUTES 43 SECONDS EAST ALONG THE WESTERLY LINE OF STATE HIGHWAY 79 AS DESCRIBED INSTRUMENT RECORDED DECEMBER 19, 1958 IN BOOK 751 AT PAGE 503 RECORDED IN SAID ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND BEING 50.00 FEET WESTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF SAID NORTHEAST QUARTER OF SECTION 33 A DISTANCE OF 1765.65 FEET;

THENCE SOUTH 00 DEGREES 15 MINUTES 00 SECONDS EAST ALONG THE WESTERLY LINE OF STATE HIGHWAY 79 AS DESCRIBED IN DEED RECORDED NOVEMBER 15, 1958 IN BOOK 745 AT PAGE 206 RECORDED IN SAID ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND BEING 50.00 FEET WESTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33 A DISTANCE OF 1441.68 FEET;

THENCE THE FOLLOWING TWO (2) COURSES ALONG THE NORTHERLY AND WESTERLY LINES OF MUEGGE SUBDIVISION RECORDED IN SAID ADAMS COUNTY CLERK AND RECORDER'S OFFICE ON NOVEMBER 15, 1972 UNDER RECEPTION NO. 980596:
 1) SOUTH 89 DEGREES 47 MINUTES 07 SECONDS WEST A DISTANCE OF 400.59 FEET;
 2) THENCE SOUTH 00 DEGREES 14 MINUTES 37 SECONDS EAST A DISTANCE OF 916.83 FEET;

THENCE THE FOLLOWING THREE (3) COURSES ALONG THE NORTHERLY LINE OF INTERSTATE 70 AS DESCRIBED IN SAID BOOK 745 AT PAGE 206:
 1) SOUTH 75 DEGREES 45 MINUTES 06 SECONDS WEST A DISTANCE OF 377.08 FEET;
 2) THENCE SOUTH 89 DEGREES 27 MINUTES 56 SECONDS WEST A DISTANCE OF 4464.44 FEET;
 3) THENCE SOUTH 89 DEGREES 29 MINUTES 43 SECONDS WEST A DISTANCE OF 2642.07 FEET;

THENCE NORTH 00 DEGREES 13 MINUTES 37 SECONDS WEST ALONG THE WESTERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 32 A DISTANCE OF 2375.57 FEET;

THENCE NORTH 88 DEGREES 32 MINUTES 03 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 32 A DISTANCE OF 2640.07 FEET;

THENCE NORTH 00 DEGREES 17 MINUTES 18 SECONDS WEST ALONG THE WESTERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 33 A DISTANCE OF 2677.44 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PARCEL OF LAND CONVEYED TO DILLON COMPANIES, INC., A KANSAS CORPORATION BY DEED RECORDED DECEMBER 3, 2003 UNDER RECEPTION NO. C1247426.

AND EXCEPT THAT PARCEL OF LAND CONVEYED TO LOVE'S TRAVEL STOPS & COUNTRY STORES, INC., AN OKLAHOMA CORPORATION BY DEED RECORDED SEPTEMBER 11, 2009 UNDER RECEPTION NO. 2009000067768.

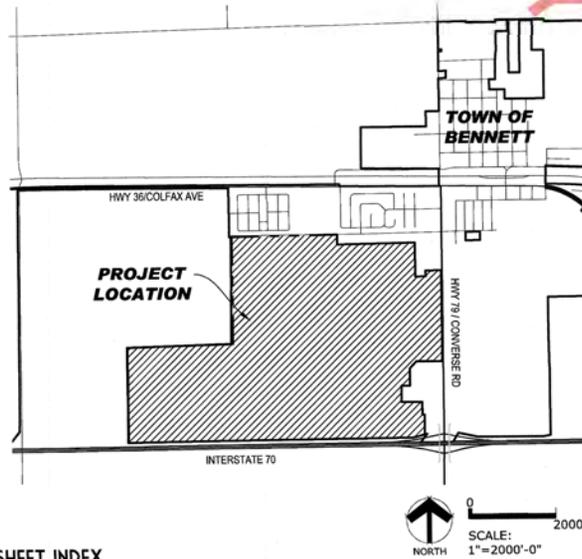
AND EXCEPT THAT PARCEL OF LAND CONVEYED TO THE TOWN OF BENNETT, A COLORADO MUNICIPAL CORPORATION BY DEED RECORDED SEPTEMBER 28, 2012 UNDER RECEPTION NO. 2012000072794.

AND EXCEPT THAT PARCEL OF LAND PLATTED AS MUEGGE FARMS SUBDIVISION FILING NO. 3, RECORDED FEBRUARY 26, 2014 UNDER RECEPTION NO. 2014000011818.

AND EXCEPT THAT PARCEL OF LAND CONVEYED TO THE TOWN OF BENNETT, A COLORADO MUNICIPAL CORPORATION IN SPECIAL WARRANTY DEED RECORDED AUGUST 7, 2017 UNDER RECEPTION NO. 2017000068187.

**OUTLINE DEVELOPMENT PLAN
 MUEGGE FARMS 3RD AMENDMENT
 TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO
 COVER
 PAGE 1 OF 13**

VICINITY MAP



SHEET INDEX

SHEET NO.	SHEET NAME
1	COVER SHEET
2	PROJECT INFORMATION
3	PROJECT INFORMATION
4	PROJECT INFORMATION
5	ZONING MAP
6	LAND USE MATRIX & STANDARDS
7	DEVELOPMENT USES & GUIDELINES
8	DEVELOPMENT USES & GUIDELINES
9	DEVELOPMENT USES & GUIDELINES
10	DEVELOPMENT USES & GUIDELINES
11	SIGN INTENT & TYPOLOGIES
12	COMMUNITY SIGNAGE & GUIDELINES
13	COMMERCIAL SIGNAGE & GUIDELINES

THIS MUEGGE FARMS 3RD AMENDED OUTLINE DEVELOPMENT PLAN (ODP) AMENDS THE ORIGINAL ODP RECORDED ON SEPTEMBER 30, 2008 AT RECEPTION NO. 2008000077786 AND THE 2ND AMENDED ODP RECORDED ON AUGUST 8, 2019 AT RECEPTION NO. 2019000062976. THERE IS NO 1ST AMENDMENT.

OWNER :	APPLICANT	PLANNER/LANDSCAPE ARCHITECT :	CIVIL ENGINEER :	CIVIL ENGINEER :	PREPARATION DATE:	FEBRUARY 3, 2003
Muegge Farms, LLC Attn: Dan Watts 2935 S Williams St Denver, CO 80210-6334 (303) 881-2242	MGV Investments, LLC Attn: John Vitella P.O. BOX 4701 Greenwood Village, CO 80155 (303) 210-4964	 Attn: Paul Shoukas P.O. Box 16287 Denver, CO - 80218 tel: 303.531.4905 www.pcsgrouppco.com	 10333 E. Drey Creek Road, Suite 240 Englewood, CO tel: 720.482.9626 www.icvl.com	 7006 S. Alton Way, Bldg F Centennial, CO 80112 tel: 303.694.1520 www.emk.com	REVISION DATE:	APRIL 10, 2003
					REVISION DATE:	MAY 4, 2007
					REVISION DATE:	SEPTEMBER 13, 2007
					REVISION DATE:	OCTOBER 18, 2007
					REVISION DATE:	APRIL 7, 2008
					REVISION DATE:	JULY 23, 2008
					REVISION DATE:	JANUARY 18, 2019
					REVISION DATE:	JULY 24, 2019
					REVISION DATE:	NOVEMBER 23, 2022

TOWN APPROVAL

This 3rd Amendment to the Muegge Farms Outline Development Plan was approved by the Zoning Administrator of the Town of Bennett, Colorado

on this 17 day of January, 2023

 Zoning Administrator

 ATTEST: Town Clerk



OWNER APPROVAL

By signing this ODP, the owner acknowledges and accepts all of the requirements and intent set forth herein.

OWNER Muegge Farms, LLC

NOTARY
 STATE OF COLORADO)

ROSE SANTISTEVAN
 NOTARY PUBLIC
 STATE OF COLORADO
 NOTARY ID 20224032832
 MY COMMISSION EXPIRES AUGUST 22, 2026

JSS
 COUNTY OF Denver

The above and foregoing signature of Dan Watts as Manager of Muegge Farms LLC was subscribed and sworn to before me this 9th day of January, 2023

Witness my hand and official seal.

My commission expires on: 8/22/2026

(SEAL)

Notary Public:



MUEGGE FARMS

**OUTLINE DEVELOPMENT PLAN
MUEGGE FARMS 3RD AMENDMENT**
TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO
PROJECT INFORMATION
PAGE 2 OF 13

FINAL COPY

INTRODUCTION

Muegge Farms is approximately 702 acres of relatively flat terrain generally located in Section 33 and the Southeast Quarter of Section 32, of Township 3 South, Range 63 West of the 6th Principal Meridian, Adams County, Colorado. The site lies at the northwest corner of Interstate-70 and State Highway 79 - the gateway to the central business district of the Town of Bennett.

The parcel was annexed to the Town of Bennett in March of 2001 and was zoned Planned Development. The intent of the Outline Development Plan is to establish the general land uses for the parcel along with their associated bulk and dimension standards.

HISTORY

The Town of Bennett was named after Hiram Pitt Bennet, whose family homesteaded the land in 1862. The family went on to become the third postmaster of Denver in 1869 and began developing a method of delivering mail to all the new pioneers in rural areas. Through the years, the Town was referred to as Bennett, from the ranch the family originally settled.

The charm of Bennett lies within the rural feel of the community. This growing, high plains community lies in Eastern Adams and Arapahoe Counties. Residents enjoy the pleasures of small-town, western living, friendly neighbors and community while retaining the amenities of urban Denver only 25 miles away and the recreation opportunities of the Rocky Mountains just beyond.

Muegge Farms is committed to creating a quality planned development, with economic vitality and public service improvements. Its design will promote continued parks and trails expansions for residents to enjoy and strives to improve the quality of life for all who reside within the Town.

PROJECT PRINCIPLES



The proposed concept uses many of the principles outlined in the Town of Bennett 2015 Comprehensive Plan as a guide for development. The three guiding ideologies that carry through the site design include:

Complete – Muegge Farms has a host of uses that provide residents' daily needs to live, work, play, shop, communicate, recreate, and educate. The design concept for Muegge Farms incorporates a variety of housing types and densities, local commercial, regional employment, and parks and open space. Planned as an extension of the town, other complimentary, non-residential land uses, including school sites, Town Hall and Civic Park are intended to serve residents of the broader community. Connectivity with the town will be achieved through the incorporation of trail corridors and pedestrian-oriented streets.

Connected – Muegge Farms is a community that connects its residents through site planning principles which promote pedestrian interaction. The plan has been organized around a series of neighborhoods that are joined through a network of multi-modal connections such as streetscapes, bike paths and pedestrian trails. The land plan links individual neighborhoods within the property through open space corridors and trails that lead to pocket parks and other recreational amenities that socially connect residents to each other, and strengthen the community.

Diverse – Muegge Farms' neighborhoods have a variety of civic spaces, such as plazas, greens, recreational parks, and natural parks. Uses within neighborhoods will also vary, including residential and non-residential. Housing will range from single family detached homes to multifamily townhomes and condominiums giving buyers choices depending on their personal needs and economic position. Commercial uses will range from light industrial, to office/employment and retail. Civic spaces will include school sites, potential fire station, and large community park. This diversity begins to shape the identity of the community.

DEVELOPMENT CONCEPT AND INTENT

The development concept outlines a variety of neighborhoods within the Town of Bennett that are connected and organized around a series of parks and trails. Embracing the general intent of the Town of Bennett Comprehensive Plan, the Muegge Farms Planned Development provides the Town with a coordinated and harmonious development which will best promote the health, safety, order, convenience, prosperity and general welfare of its residents. This ODP responds to the goals and policies of the Town of Bennett Comprehensive Plan and is designed to ensure high quality development compatible with the surrounding land uses and the natural environment.



Residential

The residential portion of the development plan defines six planning areas that will allow for a mix of housing types, including single-family attached, clustered homes and small and large lot single-family detached. The allowed use of multi-family homes (paired homes, townhouses, and condominiums) provides a true mix of housing types. It is generally anticipated that higher densities will transition from commercial and employment center uses to lower density residential. Flexibility in housing type will enable the development to be competitive in the market and attract a range of home buyers. While the actual mix of home types and lot sizes within individual neighborhoods may vary based on market conditions and economic factors at the time of development, a maximum number of units and density within each neighborhood will be maintained.



Commercial

The commercial portion of the development is designed to maximize the commercial, retail and employment center opportunities of the site. The prime location of the site, with approximately one mile of frontage on State Highway 79, one and one-half mile of frontage along I-70, and the interchange at I-70 and Highway-79 at the southeast corner of the site, affords these opportunities. It is anticipated that primarily retail uses will locate along State Highway 79. A net 10.42 acre commercial site for Bennett Marketplace, including gas and ancillary commercial uses was approved by the Town January 14, 2003. These uses will be the catalyst to bring other retail uses to the Town. The intent is to provide goods and services to the existing and future residents which are not currently available within the Town.



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**OUTLINE DEVELOPMENT PLAN
MUEGGE FARMS 3RD AMENDMENT
TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO
PROJECT INFORMATION
PAGE 3 OF 13**

Employment

Employment, office and light industrial uses are planned along Interstate-70. The one and one half mile of frontage provides great visibility for the future uses. Anticipated employers may include light manufacturing, storage/warehousing, outdoor storage, distribution, high-tech indoor storage and assembly, office warehouses and office/showrooms. Access to the site from Interstate-70, which is a major truck shipping corridor makes this site ideal for these types of uses.

Parks and Open Space

The proposed parks and open space are intended to serve both neighborhood residents as well as those of the Town of Bennett. Through existing and proposed land dedications, including the Civic Park, Dent Hand, and Well & Water dedications, this plan meets the 10% requirement for PD Districts. The proposed plan includes a large central park intended to serve the broader community through space for active play and recreation.



Adjacent to the park, land has been dedicated to the town for potential use as a Town Hall. Proposed pedestrian walkways and trail corridors will connect neighborhoods, their amenities, the central park, commercial areas and the Town of Bennett, providing a key asset in promoting community health. This "interior" trail system will be composed of a hierarchy of trail types that will provide access to the Regional Trail and connect local neighborhoods to other communities.

SITE ACCESS AND CIRCULATION

Vehicular Circulation

Several entry locations will provide access to the site. Two arterial access locations will be provided from State Highway 79 and one from Colfax Avenue. The Southern most access point from Highway 79 was platted and permitted as part of Filing No. 1, per the 1st Amendment to this PD, and will follow from this existing alignment. The plan accommodates the future realignment of State Highway 79 to the east and incorporates an additional intersection to connect Civic Center Drive with South 1st Street. Two collector roads have been proposed to run north-south: a commercial collector which separates commercial and residential land uses and a local collector serving strictly residential uses. Roadways will provide a consistent streetscape character to the development by incorporating streetscape landscaping, sidewalks, fencing and signage. Roadway standards are intended to meet the standards and specifications as outlined in the Town of Bennett code. Streets alignments within this document are intended to depict intent and their layout and design will be further defined at the time of Final Development Plan and Final Plat. Local

streets within the Single Family neighborhoods will be a series of loop streets and cul-de-sacs. The streets are intended to provide inter-connectivity between neighborhoods and access to the public facilities.

Pedestrian Circulation

A proposed trail network within Muegge Farms is envisioned to connect the residents with commercial and public facilities. This system will be accomplished through a combination of sidewalks along the streets as well as through a comprehensive multi-use trail system through the open space and drainage corridors. The open space and drainage corridors will be designed to separate the pedestrians from drainage flows and detention facilities.

REGIONAL IMPACTS

The location and proposed uses for this development should have little if any impact on the region. Actual development of this site should only benefit the Town and surrounding area. The site is strategically located as a logical future expansion of Bennett. The proximity



of the site along I-70 at the State Highway 79 interchange promotes viable commercial uses that support the Town and future opportunities to maximize the growth of Bennett in a fiscally responsible way. Benefits to the Town include an increased tax base, sales tax revenue, new jobs, additional residents to support local retailers, and additional tax dollars to support local service providers. In addition to the economic benefits, development of this property will aid in the logical expansion of the Town's infrastructure system.

ENVIRONMENTAL INFORMATION

The land is currently farmed for wheat. The land does not currently accommodate sensitive habitat and there exists no sensitive areas on the property that would be home to endangered species or specialized habitat. A Phase I Environmental Assessment for the entire property is included herein.

Natural and Manmade Hazards

There are no natural or man-made hazards on the site. The most significant features are drainage corridors that occasionally flood the fields.

Existing Vegetation

The native vegetation of the site has been disturbed by agriculture. No riparian vegetation exists on the site and there are no trees or shrubs.

Drainage

The site naturally drains to the low point along the northern property line. There are several defined drainage ways however, none have identified 100 year floodplains.

Wildlife

Habitat on the property is typical of the prairie grasslands of Eastern Colorado. The proximity of Interstate-70, and homes to the north, severely impacts the attraction of native wildlife to the site. However, wildlife typically associated with agricultural fields such as rodents, birds and ground dwellers live on or visit the site. The disturbed nature and lack of mature vegetation limits the value of the site for wildlife.

Topography

The site is gently rolling with a low point elevation of 5493 feet located at the northwest corner of the site. There are several knolls associated with the slight ridges running through the site. The high point elevation is 5529 located along the southern property at the center of the site. The slopes are generally in the zero - 4% range with approximately 36 feet of change in elevation across the site.

Grading

The intent of the proposed grading is to provide a balanced site with individual parcels of ground contoured to suit their final development needs while maintaining the historic drainage patterns throughout the site. The grading plan shall be accomplished in phases respecting the three existing drainage basins. A system of inlets shall intercept runoff and discharge to a series of open channels, constructed with the grading, to convey all offsite and onsite stormwater through the site. Several detention/retention ponds shall be constructed to provide stormwater detention/retention and water quality. Erosion and sediment control shall be installed and maintained throughout the construction process.

RELATIONSHIP TO EXISTING USES

Adjacent Land Uses

- North: Centennial Subdivision (Zoned R-1 Town of Bennett)
Penrit Park Subdivision (Zoned R-2 Town of Bennett)
Agriculture (Zoned A-1 Adams County)
- West: Agriculture (Zoned A-1 Adams County)
- East: State Highway 79
Vacant Land & Existing Commercial (Zoned PUD Town of Bennett)
- South: Interstate - 70

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MUEGGE FARMS

**OUTLINE DEVELOPMENT PLAN
MUEGGE FARMS 3RD AMENDMENT
TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO
PROJECT INFORMATION
PAGE 4 OF 13**

ORIGINAL COPY

UTILITIES

Storm Drainage

Proposed improvements to Muegge Farms will require the design and construction of storm drainage facilities to reduce site run-off and the impact to historic peak discharges. Drainage facilities such as water quality, infiltration, and detention ponds will be built to the Town of Bennett standards, and a preliminary drainage study has been completed as a part of this ODP.

Existing runoff generally flows from south to north. There are no existing stormwater quality and storage facilities on Site. The site accepts off-site flows from three different locations along I-70 at a western, central and eastern location. Offsite flows enter the site from south through existing culverts and continue northerly towards State Highway 36. The project site has constraints along the northern edge of the site and there is no outfall for the central to eastern portion of the site because the railroad and Highway 36 do not have crossings provided and so the site acts as a closed basin. An existing drainage channel exists on the southwestern portion of the Site and is the only outfall on the site.

The existing site does not have irrigation ditches or canals within the Site. There are no major drainageways within the site. The Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM) show that no regulated floodplains exist on the Muegge Farms property.

The southwestern outfall will use detention ponds to limit the runoff to at or below the historical discharge. Analysis of the downstream infrastructure will be reviewed to ensure no impact to these facilities will occur. During final design an infiltration analysis recommended to determine if any infiltration is available to reduce pond size. The Penrith Park Subdivision is located central to the Site along the north edge which is downstream of a proposed detention pond. This pond has been designed to release in accordance with the offsite release rate identified in the Penrith Park Final Drainage Report.

The Centennial Subdivision is located northeast of the Site. The subdivision's storm infrastructure was not designed to accept offsite existing flows; therefore, Muegge Farm's proposes two infiltration Ponds to avoid flooding the downstream development. Overflow points should be defined for the infiltration Ponds to protect downstream property.

The project will incorporate several concepts in the design of drainage facilities for the site, including:

- Measures to reduce erosion effects of concentrated flows from developed storm water runoff to adjacent agricultural fields.
- Evaluation of detention facilities for multiple use, such as parks and open space, recreation facilities, trail corridors, and storm water storage for irrigation of common/public open space areas.
- Detention and erosion control requirements for phased construction
- Storm water quality enhancement in accordance with the best management practices, particularly in the neighborhood commercial areas.

A Combination of utility systems shall be constructed to serve the entire development. Though development shall consist of phases, spanning several years, the infrastructure shall be designed to accommodate proposed final build out conditions.

Water and Sewer Service

A central water system shall be implemented throughout the site to supply adequate quantity and water pressure requirements. A half-million gallon storage tank, capable of future expansion to one million gallons, has been constructed in close proximity to the Dent Hand Dedication to accommodate peak water demands. The town's W-WW Master

Plan uses 500 gallons of water tank storage of 500 gallons per single family residence, which would create the need for additional storage. A 12 inch water main is proposed to run along the northern border of the property and connects the Penrith site in lieu of the Colfax Avenue/US 36 main. The initial construction by Bennett Market Place includes the extension of a 16 inch water line within State Highway 79. It is anticipated that a connection will be made to the 12 inch main within State Highway 79 for service to the balance of Muegge Farms. Internal of the site, the project site will be served by a 12 inch perimeter water main grid.

The water system shall consist of numerous wells spaced throughout the site to supply adequate quantity. The current groundwater rights raw water dedication with the property is not adequate for the current ODP land uses. Verification of final water sources and availability will be provided on the FDP and site plans.

Sanitary Sewer System

A sanitary sewer system shall be sized to handle fully developed conditions. An existing sanitary sewer connection is constructed by Bennett Market Place and includes a twelve inch line that connects the King Soopers and the adjoining retail pads. It is assumed that a certain portion of the initial project phase will be allowed to use this sanitary line. However, it is understood that a parallel system will need installed and downstream bottleneaking issue will need resolved.

As part of the Town's 2007 Water and Wastewater Master Plan (WWWMP), a 15 inch interceptor located in S 1st St. that combines with a 15 inch from Colfax. Most of the Muegge Farms site is expected to be tributary to the future lift station(s). In lieu of collection main or interceptor upgrades along First St and East 38th Ave, a west bypass interceptor west of McKinley and extending north to E 38th Avenue may be more feasible. Alteration from the WWWMP to best align with Muegge Farms road and utility corridor system should be considered. Also, a proposed sanitary sewer line is anticipated along the northern boundary of the site with the construction of Penrith Park to connect to. If the proposed sewer stub is not available prior to the construction of Phase 1, an alternate service point shall be as determined by the Town of Bennett. The Bennett Wastewater Treatment Facility does not have the capacity for full build-out of the project site and will need to be expanded.

GENERAL DEVELOPMENT AND PHASING

Development is anticipated to proceed from the northeast portion of the site and move west and south. As indicated, the initial phase will be commercial uses along State Highway 79 and the adjacent residential neighborhood planning areas. Single Family Attached and Multi-Family residential will follow the Single Family Detached residential. Included in the initial phase are adequate roads, utility line extensions and provisions for adequate storm water management. Park development and associated dedications will keep pace with residential development. Public facilities/services, infrastructure, utilities, and amenities will be constructed to serve the residential neighborhoods in a reasonable and efficient manner as those areas are developed. Overall, the development phases will be based on demand, market conditions and the availability of water.

PLAN AMENDMENTS

The size of any Planning Area may increase or decrease by an administrative amendment by no more than 15% as determined by the Town's Zoning Administrator after final determination of internal street alignments, arterial street alignments, park and open space and buffer zone areas. The initial boundary of any Planning Area will be established with the final plat that is prepared for that area. Amendments to planning areas shall be

subject to the Town of Bennett Municipal Code, as amended.

PARK DEVELOPMENT - PUBLIC LAND DEDICATION

Per the annexation agreement, a total of 10% of the land or 73 acres, shall be dedicated to the Town for general use, parks, trail corridors and open space. An additional 2.17 acres of public dedication is proposed to fulfill the Penrith Park open space requirement. The dedication shall be at a location and of a configuration and character acceptable to the Town and applicant. Park development will need to keep pace with residential development.

SERVICE REQUIREMENTS

Schools:

Muegge Farms is located within the Bennett School District 29J and development shall proceed pursuant to Town ordinances, policies and regulations.

Fire Protection Services:

Muegge Farms is located within the Bennett and Watkins Fire District and development will proceed pursuant to Town ordinances, policies and regulations. The property is located less than 1 mile West of Station 91 which is staffed 24 hours a day and is the primary response station for the fire district. In addition, a future station is being identified and may be incorporated within the Town Hall civic dedication.

Parks and Recreation:

Muegge Farms is located within the Bennett Park and Recreation District. A regional park is planned in the northeast corner of Muegge Farms adjacent to the Muegge House Historic Site, which was given to the Town by the owners of Muegge Farms, and the Town Hall site. This accumulation of land for public use will create a large civic amenity for the residents of the Town of Bennett. In addition, taxes paid by both residential and non-residential land owners will support the recreation district's ability to provide recreational facilities for its residents.

It is anticipated that pocket parks, lot lots and trail/open space corridors will be provided within the residential neighborhoods. The intent is that all homes within Muegge Farms be connected to the pocket parks, regional park, schools and commercial activities by a network of trails. Park development will keep pace with the residential development and will be indicated with each residential Final Plat and Final Development Plan.

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MUEGGE FARMS

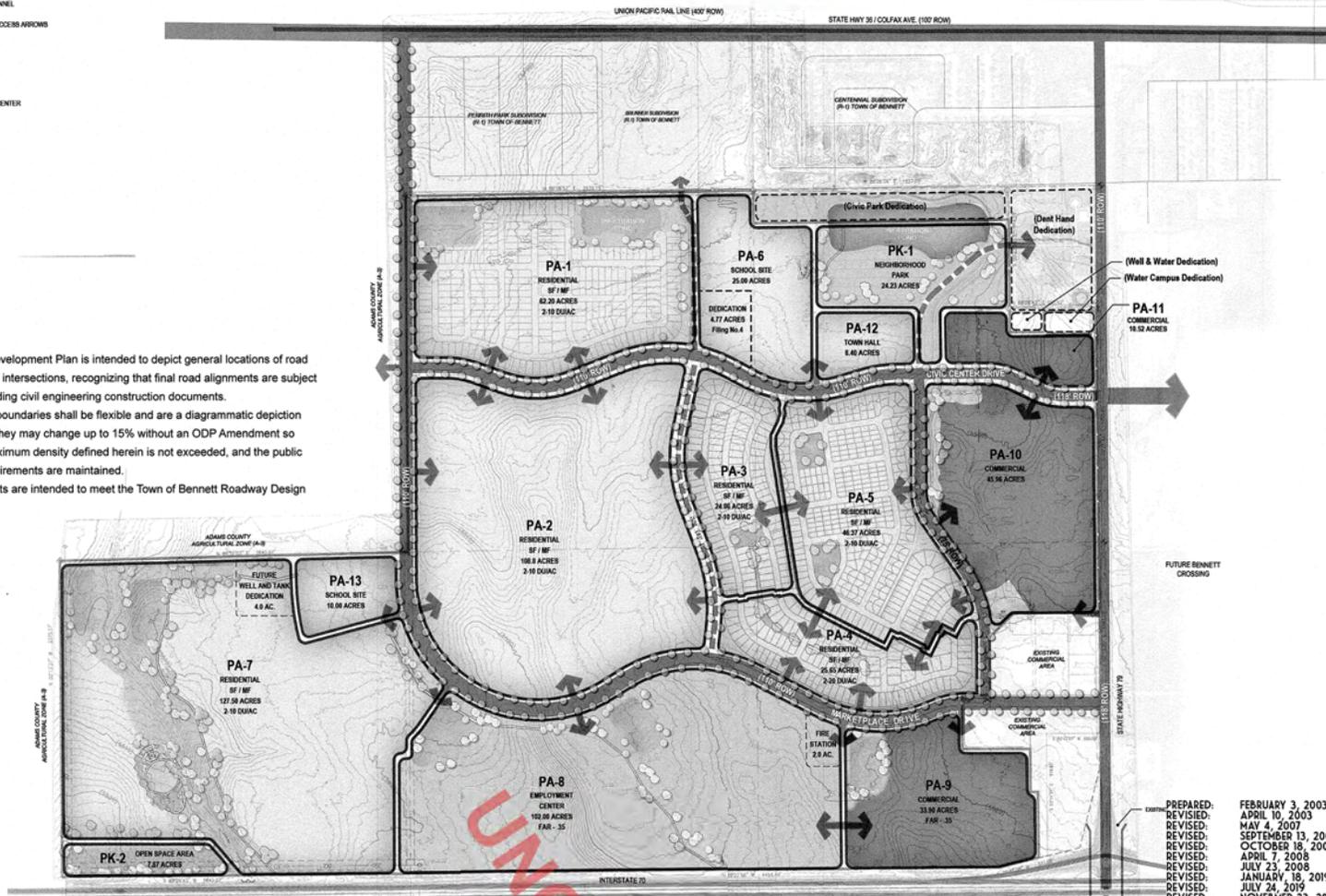
**OUTLINE DEVELOPMENT PLAN
 MUEGGE FARMS 3RD AMENDMENT
 TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO
 ZONING MAP
 PAGE 5 OF 13**

LEGEND

	ARTERIAL STREET SECTION (117' ROW)
	RESIDENTIAL COLLECTOR STREET SECTION (87' ROW)
	COMMERCIAL COLLECTOR STREET SECTION (79' ROW)
	PLANNING AREA
	DETENTION
	DRAINAGE CHANNEL
	CONCEPTUAL ACCESS ARROWS
	RESIDENTIAL
	EMPLOYMENT CENTER
	COMMERCIAL
	PUBLIC

NOTES

1. This Outline Development Plan is intended to depict general locations of road alignments and intersections, recognizing that final road alignments are subject to revision pending civil engineering construction documents.
2. Planning area boundaries shall be flexible and are a diagrammatic depiction of use areas. They may change up to 15% without an ODP Amendment so long as the maximum density defined herein is not exceeded, and the public dedication requirements are maintained.
3. Proposed streets are intended to meet the Town of Bennett Roadway Design Standards.



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MUEGGE FARMS

OUTLINE DEVELOPMENT PLAN MUEGGE FARMS 3RD AMENDMENT TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO LAND USE MATRIX & STANDARDS PAGE 6 OF 13

MUEGGE FARMS - BENNETT, CO MASTER PLAN DEVELOPMENT DENSITY ANALYSIS

MUEGGE FARMS	Planning Area Code	ODP Designated Use ¹	Gross Land Area (Acres)	Minimum Entitled Gross Density (DU/AC)	Maximum Entitled Gross Density (DU/AC)	Maximum Total # of Units ²
1. Park & Recreation Areas	PK-1	Park	24.23			
	PK-2	Open Space	7.87			
2. Development Areas	PA-1	SF/MF	62.20	2	10	
	PA-2	SF/MF	108.80	2	10	
	PA-3	SF/MF	24.86	2	10	
	PA-4	SF/MF	25.65	2	20	
	PA-5	SF/MF	46.37	2	10	
	PA-6	School	25.00			
	PA-7	SF/MF	127.50	2	10	
	PA-8	Employment Center	102.00			
	PA-9	Commercial	33.90			
	PA-10 ⁴	Commercial	45.96			
	PA-11	Commercial	10.52			
	PA-12	Town Hall	8.40			
	PA-13	School	10.00			
3. Major Roadway/ ROW			37.30			
4. Public Facilities	Part of PA-8	Fire Station (2 Acres)				
5. Total Map Acreage ⁵ (Total Figures Above)			700.56			2800 ⁴

Land Use Summary	Acres	Percentage
Residential	395.38	56.4%
Commercial ⁶	192.38	27.5%
Right of Way	37.30	5.3%
Proposed Open Space ⁶	40.50	5.8%
School	35.00	5.0%
Total	700.56	100.0%

Open Space Summary / Town Dedication	Area (in Acres)
Dent Hand Dedication ⁷	13.00
Civic Center Park Dedication ⁷	11.00
Well and Water Parcel Dedication ⁷	1.34
Water Campus Dedication ⁷	1.34
Park Dedication - Filing No. 4 ⁸	1.99
(PK-1) Remaining Civic Center Park Dedication (Acreage includes Penrith Park dedication)	24.23
(PK-2) Open Space Area	7.87
(PA-12) Town Hall Dedication	8.40
Fire Station ³	2.00
Well and Tank Dedication	4.00
PROVIDED DEDICATION⁹	75.17

Non-Residential Development Summary (@ 0.35 FAR)				
EC-Employment Center - 0.35 FAR	PA-8	Employment Center	1,555,092	S.F
C-General Commercial - 0.35 FAR	PA-9	Commercial	516,839	S.F
C-General Commercial - 0.35 FAR	PA-10	Commercial	700,706	S.F
C-General Commercial - 0.35 FAR	PA-11	Commercial	160,388	S.F
		Total:	2,933,025	S.F

¹ Permitted uses applied to this Outline Development Plan shall be those allowed in the Town of Bennett's Municipal Code for each comparable zoning district unless amended by this document.
² The total number of dwelling units approved within the established planning areas will be determined at the final development plan and final plat and shall not exceed the maximum gross density set forth in the Outline Development Plan.
³ PA-10 ultimate size may vary in acreage due to State Highway 79 Right-Of-Way expansion, realignment and future dedication.
⁴ Unit counts between Planning Areas may be transferable so long as the Maximum Entitled Gross Density for each parcel is not exceeded and the Maximum Total # of Units for the project is not exceeded.
⁵ Two acres from PA-8 Employment Center shall be dedicated to the Town of Bennett for a future fire station as part of the fulfillment of the Town's Open Space Dedication.
⁶ The original Muegge Farms Outline Development Plan was approved for 730 acres of mixed use development of which ten percent (10%) of the general land dedication requirement equals 73 acres. Additionally, the Town has already accepted the Dent Hand Dedication, Civic Park Dedication, Well and Water Dedication, Filing No. 4 Park Dedication, and Water Campus Dedication as itemized above. Furthermore, a 2.17 acre deficit in Penrith Park's open space requirement is accounted for in Muegge Farms open space requirement which brings the total land dedication requirement to 75.17 acres.
⁷ This real property was previously conveyed to the Town in partial satisfaction of public land dedication requirement.
⁸ Per Town of Bennett Code, Section 16-5-530, credit for 75% of park area created with Filing No.4.

BULK & DIMENSION STANDARDS

Land Use Category	Single-Family Detached		Single-Family Attached		Multi-Family ¹	Commercial ²	Employment Center ³	Open Space
	Single Lot	Clustered Lot	Two-Family Dwelling	Townhome ⁴				
Minimum Lot Area					NA	NA	NA	NA
Front Loaded Alley Loaded	No Minimum							
Front Yard Setback (minimum) ^{5,6,7}					25'	0'	50'	NA
Front Loaded	10'	10'	15'	10'				
Alley Loaded	5'	5'	5'	5'				
Side Loaded	12'	10'	10'	10'				
Side Yard Setback (minimum) ⁸					20'	10'	25'	NA
Front Loaded	5' (7' on Corner Lots)	5' (10' on Corner Lots)	5' (7' on Corner Lots)	5' (7' on Corner Lots)				
Alley Loaded	5' (7' on Corner Lots)	5' (7' on Corner Lots)	5' (7' on Corner Lots)	5' (7' on Corner Lots)	6' Between Buildings 10' on Corner Lots			
Rear Yard Setback (minimum) ^{9,10}					20'	15'	25'	0'
Front Loaded	10'	5'	10'	5'				
Alley Loaded	4'	4'	4'	4'	4'	0'	0'	
Building Separation (minimum)	Building Code or 10'	Building Code or 10'	Building Code or 10'	Building Code or 10'	Building Code or 10'			
Maximum Building Height (Principal)	35'	35'	35'	35'	40'	50'	75'	35'
Maximum Building Height (Accessory)	20'	20'	20'	20'	20'	NA	NA	NA
Off-Street Parking Requirements	2 per Dwelling Unit	2 per Dwelling Unit	2 per Dwelling Unit	2 per Dwelling Unit	1.25 per Studio, 1.5 per 1 Bedroom, 2 per 2 & 3 Bedroom	In accordance with Town of Bennett Municipal Code for specific uses	In accordance with Town of Bennett Municipal Code for specific uses	In accordance with Town of Bennett Municipal Code for specific uses

¹ If free single lots are created within a building, there are no setback requirements between internal units.
² Incidental architectural features such as cornices, eaves, canopies, chimneys, window wells, bay or box windows, ornamental features, and other similar architectural features may project three (3) feet into any required setback provided these projections are at least two (2) feet from any side lot line and five (5) feet from front and rear lot lines.
³ Awnings, blade signs and incidental architectural features such as cornices, eaves, canopies, bay windows, and other similar architectural features may project five (5) feet into any required setback.
⁴ Decks and patios may encroach 50% into any rear setback.
⁵ Porches may encroach five (5) feet into any front setback provided the porch is a minimum of five (5) feet from the front lot line.
⁶ Front loaded garages shall be setback a minimum of eighteen (18) feet.
⁷ Whichever is greater.
⁸ Pop-outs, which are extensions of living areas on a second or third story are allowed to extend into a front or rear yard setback by no more than 2 feet.
Definitions
 Alley Loaded - The garage is accessed from an alley instead of a street.
 Building Code - The edition of the international building code adopted by the Town of Bennett and in effect at the time the building permit is requested.
 Clustered Lot - A grouping of residential properties.
 Front Loaded - The garage is accessed from a street or predominant R.O.W.
 Staged Massing - Architectural buildings that vertically vary, typically in a graduated sequence.
 Outdoor Commercial Recreation and Entertainment - any recreational / commercial use that utilizes the outdoors as a part of its point of business, such as mini-golf.

GENERAL NOTES

- All setbacks shall be measured in a perpendicular direction from the lot or property line to the building foundation
- Provisions of this Outline Development Plan shall prevail and govern the development of Muegge Farms provided, however, that where the provisions within this document do not address a particular subject, the relevant provisions in the Town of Bennett Land Use Code or Municipal Code, as applicable, shall prevail
- All setback encroachments shall also be subject to the regulations of the International Building Code and the International Fire Code.

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MUEGGE FARMS

**OUTLINE DEVELOPMENT PLAN
MUEGGE FARMS 3RD AMENDMENT
TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO
DEVELOPMENT USES & GUIDELINES
PAGE 7 OF 13**



DEVELOPMENT STANDARDS & DESIGN GUIDELINES

The following Development Standards have been prepared to ensure a responsible site planning process which will help minimize potential land use conflicts, provide visual interest and diversity of homes, as well as enhance the small town, country character and open feeling of the Community. The standards also provide the flexibility necessary to support a range of single family-residential housing types and lot sizes, depending on market conditions at the time of development.

The Development Standards have been established for each major land use type within the Community. Projects permitted within each area and land use type shall be constructed in accordance with these Development Standards and permitted uses. These standards are considered preliminary guidelines which may require more specific information and detail at the time of Final Development Plan Review. The architectural character and intent for special/innovative residential solutions will also need to be established at Final Plan as determined by the Town. This may include prototypical site plans, and architectural character sketches and elevations.

Development Standards with respect to parking (including commercial off-street parking), sign control and landscape requirements shall be controlled by the provisions of the Town's Zoning Code and Subdivision Regulations.

ARCHITECTURAL STANDARDS

In order to create distinctive and valued communities, each neighborhood shall contain architectural diversity, high quality and attention to design detail in accordance with The Town of Bennett architectural design guidelines and standards. The following general standards shall apply to all residential neighborhoods and become the basis for more specific architectural design as set forth in this ODP.

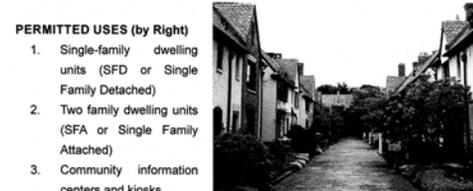
1. Varied architectural styles are encouraged within each neighborhood. (Architectural building forms and elevations shall be varied but compatible along the streetscape, simple forms are preferred over complex forms)
2. Where floor plans are offered on a repeating basis, alternate elevations shall be developed. Identical floor plans with similar exterior elevations shall not be located adjacent to one another.
3. A variety of design elements and details shall contribute to the overall character of a home's elevation and its appearance from the street, including the use of front porches and covered entries, bay and box windows, and the handling of windows and door openings.

4. Careful consideration shall be given to the massing, proportions, and the overall scale of each design. A home's mass will be "broken up" to reduce its apparent scale, provide visual interest and depth, and achieve a more articulated building form. Builders are encouraged to develop floor plans that are responsive to architectural style objectives as well as energy efficient building objectives.
5. Large, flat, unbroken building planes on the front and rear elevations shall be prohibited. Side elevations without windows shall be discouraged.
6. Size, shapes, proportions, and trim of doors and windows shall be consistent with the architectural style of the home.
7. Garage-dominated homes and streetscenes shall be avoided through various design techniques, including providing varied garage orientations, locations and setbacks, as well as recessing garages into the main plane of front facades and providing design elements to help them blend with front architecture. Innovative / traditional design solutions, such as rear-yard and rear-loaded garages shall also be encouraged.
8. Heights of architecture should vary to create a more inviting residential streetscape and to accommodate a pedestrian scale.



(SF) SINGLE-FAMILY RESIDENTIAL INTENT

To provide for a variety of residential development of single-family homes on a mix of single-family lot types, including the potential for attached homes. Special residential housing types and lot configurations, including but not limited to, rear-load homes with alley access, will be allowed if consistent with the intent, standards, and residential character of this section.



PERMITTED USES (by Right)

1. Single-family dwelling units (SFD or Single Family Detached)
2. Two family dwelling units (SFA or Single Family Attached)
3. Community information centers and kiosks
4. Accessory structures and uses (see below)
5. Public and private open space and recreational facilities
6. Signage (including project identification signs and monuments)-subject to the sign standards and permit requirements in the Bennett Municipal Code.
7. Utilities and appurtenant facilities
8. Roads and parking
9. Consideration may be given to shared parking where appropriate in accordance with the Bennett Municipal Code requirements for parking regulations.
10. Drainage and detention/infiltration facilities
11. Elementary or secondary education school
12. Religious institutions
13. Group home for the elderly
14. Manufactured homes
15. Home occupations per Bennett Municipal Code.
16. All uses specified within the Residential zone districts R-1 and R-2 that are residentially compatible within the Town of Bennett's Municipal Code or any other uses consistent with this section as determined by the Zoning Administrator shall be permitted.

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MUEGGE FARMS

**OUTLINE DEVELOPMENT PLAN
MUEGGE FARMS 3RD AMENDMENT
TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO
DEVELOPMENT USES & GUIDELINES
PAGE 8 OF 13**

CONDITIONAL USES

(Conditional uses will be reviewed and processed in accordance with the Bennett Municipal Code)

1. Child care centers
2. Public and quasi-public facilities (such as, but not limited to clubs and/or lodges, community gardens, religious institutions, and fire stations)
3. Institutional facilities



4. Special community buildings/facilities
5. Cemetery
6. Assisted living/ nursing
7. All conditional uses within the Residential zone districts R-1 and R-2 in the Town of Bennett's Municipal Code or any other uses consistent with this section as determined by the Zoning Administrator shall be permitted.



TEMPORARY USES

(Temporary uses will be reviewed and processed in accordance with the Bennett Municipal Code)

1. Show home complexes and/or residential sales offices
2. Temporary construction yards and structures
3. All temporary uses specified within the Residential zone districts R-1 and R-2 in the Town of Bennett's Municipal Code or any other uses consistent with this section as determined by the Zoning Administrator shall be permitted.

(MF) MULTI-FAMILY RESIDENTIAL INTENT

Multi-family home parcels are much like small villages or communities. Each parcel must be designed for compatibility within itself, using a blend of building types, compatible architectural styles, and a tastefully balanced palette of colors and materials to achieve a restful dynamic within each parcel.

Site planning for the following general concepts should be considered when planning for

and designing attached and multi-family housing.

1. Emphasize pedestrian access and connections to public sidewalks, trails, and open space systems when preparing site plans.
2. Keep parking internal to the project and not along streets, except for guest parking.
3. Solid walls/fences at the project periphery are to be set back five (5) feet or more behind the front facade, and are to be minimized as much as possible.
4. Each multi-family project within Muegge Farms shall be required to provide at least one amenity to serve as a focal point for that area. This amenity may be a playground, a community building, a pool, a sport court, or a playfield.

Similar to single family neighborhoods, multi-family neighborhoods shall include diversity in architecture to create interesting and attractive streetscenes. To this end, each multi-family neighborhood should provide the following:

1. At least two (2) different elevation styles for projects containing three or more of the same building type.
2. A minimum of two (2) individual unit plans per building.
3. Minimize blank, singular planes oriented toward public views. Provide some architectural elements on all sides of the building.
4. Consider intended architectural styles in conjunction with the development of building plans, massing forms, elements, details, and color.
5. Design buildings to define outdoor spaces, with floor plans that have a logical and functional relationship between indoor and outdoor spaces.
6. Provide front porches and balconies where style-appropriate and when possible for stepped massing.
7. Vary setbacks on building elements.

PERMITTED USES (by Right)

1. Single-family dwelling units (SFD or Single Family Detached)
2. Two family dwelling units (SFA or Single Family Attached)
3. Multi-family dwelling units (including town homes, condominiums or apartments)
4. Rooming, lodging or boarding houses
5. Community information centers and kiosks
6. Accessory structures and uses (see below)
7. Public and private open space and recreational facilities
8. Signage (including project identification signs and monuments)-subject to the sign permit requirements in the Bennett Municipal Code.
9. Utilities and appurtenant facilities
10. Roads and parking
11. Consideration may be given to shared parking where appropriate in accordance with the Bennett Municipal Code requirements for parking regulations.
12. Drainage and detention/infiltration facilities
13. Elementary or secondary education school
14. Religious institutions
15. Group home for the elderly
16. Manufactured homes
17. Home occupations
18. All uses specified within the R-3 zone district in the Town of Bennett's Municipal Code or any other uses consistent with this section as determined by the Zoning Administrator shall be permitted.

CONDITIONAL USES

(Conditional uses will be reviewed and processed in accordance with the Bennett



Municipal Code)

1. Child care centers
2. Public and quasi-public facilities (such as, but not limited to fire and police stations and clubs and/or lodges, events center, community gardens, religious institutions)
3. Institutional facilities
4. Special community buildings / facilities
5. Cemetery
6. Assisted living/ nursing
7. All uses specified within the Residential zone districts R-1, R-2 and R-3 in the Town of Bennett's Municipal Code or any other uses consistent with this section as determined by the Zoning Administrator shall be permitted.



COMMERCIAL INTENT

To provide a broad range of retail goods and services, business, and professional services which can support local and regional uses, and complementary public community services and facilities.

PERMITTED USES (BY RIGHT)

1. Commercial retail sales
2. Commercial services
3. Food and beverage service (including bars, taverns, restaurants, fast food, nightclub)
4. Financial institutions
5. Day care centers
6. Indoor and outdoor commercial recreation and entertainment
7. Professional and medical offices
8. Printing and publishing offices
9. Public and quasi-public facilities (such as, but not limited to fire and police

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MUEGGE FARMS

**OUTLINE DEVELOPMENT PLAN
MUEGGE FARMS 3RD AMENDMENT
TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO
DEVELOPMENT USES & GUIDELINES
PAGE 9 OF 13**

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- stations)
- 10. Public and private membership clubs
- 11. Institutional and special community facilities and events (including educational facilities and churches)
- 12. Common areas and open space
- 13. Community information centers and kiosks
- 14. Accessory structures and uses (see below)
- 15. Signage (including project identification signs and monuments)-subject to the sign permit requirements in the Bennett Municipal Code.



- 16. Utilities and appurtenant facilities
- 17. Roads and parking
- 18. Consideration may be given to shared parking where appropriate in accordance with the Bennett Municipal Code requirements for parking regulations.
- 19. Drainage and detention/infiltration facilities
- 20. All uses specified within the C zone district in the Town of Bennett's Municipal Code or any other uses consistent with this section as determined by the Zoning Administrator shall be permitted.



TEMPORARY USES

(Temporary uses will be reviewed and processed in accordance with the Bennett Municipal Code)

- 1. Temporary construction yards and structures.
- 2. All temporary uses specified within the C zone district in the Town of Bennett's Municipal Code or any other uses consistent with this section as determined by the Zoning Administrator shall be permitted.

EMPLOYMENT CENTER INTENT

To provide a range of commercial and industrial uses near Interstate 70 which can support local and regional uses.

PERMITTED USES (by Right)

- 1. Educational facilities (including business, trade, vocation, post-secondary and university)
- 2. Professional and medical laboratories
- 3. Professional and medical offices and facilities (including hospitals)



- 18. Consideration may be given to shared parking where appropriate in accordance with the Bennett Municipal Code requirements for parking regulations.
- 19. Drainage and detention/infiltration facilities
- 20. All uses specified within the EC zone district in the Town of Bennett's Municipal Code or any other uses consistent with this section as determined by the Zoning Administrator shall be permitted.

CONDITIONAL USES

(Conditional uses will be reviewed and processed in accordance with the Bennett Municipal Code)

- 1. Manufacturing, assembly, finishing or fabrication fully enclosed in a structure.
- 2. Outdoor material supply or storage (screened by solid fence or wall at least six feet in height).
- 3. All conditional uses within the EC zone district in the Town of Bennett's Municipal Code or any other uses consistent with this section as determined by the Zoning Administrator shall be permitted.
- 4. Fire Stations

OPEN SPACE INTENT & GUIDELINES

To provide active and passive open space uses, including potential recreational facilities, to serve the residents of the Town of Bennett.

PERMITTED USES (by Right)

- 1. Active public and private recreational uses, including but not limited to ballfields,



- 4. Light trade and technical uses
- 5. General research and development
- 6. Warehousing and distribution
- 7. Wholesale establishments (including accessory offices)
- 8. Institutional and special community facilities and events
- 9. Public and quasi-public facilities (such as libraries, museums, religious institutions, events center and other civic uses)
- 10. Common areas and open space
- 11. Commercial retail (< 5,000 sq. ft.)
- 12. Commercial recreation
- 13. Financial institutions
- 14. Repair facilities (including but not limited to auto, furniture, major household appliances)
- 15. Signage, (including project identification signs and monuments)-subject to the sign permit requirements in the Bennett Municipal Code.
- 16. Utilities and appurtenant facilities
- 17. Roads and parking

- playgrounds, swimming pools, and court games.
- 2. Passive public and private recreational uses, including but not limited to picnic grounds, native, naturalized or landscaped fields, and visual buffer open space.
- 3. Public Recreation Buildings
- 4. Community Information/Sales Centers
- 5.
- 6. Accessory structures and uses
- 7. Temporary construction yards and structures
- 8. Signage, (including project identification signs and monuments)-subject to the sign permit requirements in the Bennett Municipal Code.
- 9. Utilities and appurtenant facilities
- 10. Roads and parking
- 11. Consideration may be given to shared

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MUEGGE FARMS

**OUTLINE DEVELOPMENT PLAN
MUEGGE FARMS 3RD AMENDMENT
TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO
DEVELOPMENT USES & GUIDELINES
PAGE 10 OF 13**



parking where appropriate in accordance with the Bennett Municipal Code requirements for parking regulations.

12. Drainage and detention/infiltration facilities
13. All uses specified within this zone district in the Town of Bennett's Municipal Code or any other uses consistent with this section as determined by the Zoning Administrator shall be permitted.

TEMPORARY USES

(Temporary uses will be reviewed and processed in accordance with the Bennett Municipal Code)

1. Special community events
2. All uses specified within the Open Space Intent and Guidelines consistent with this section as determined by the Zoning Administrator shall be permitted.
3. Real estate sales offices are not to exceed a 60 month time period with two (2) renewals of temporary use.

DETENTION / INFILTRATION AREAS AND DRAINAGE CHANNELS

The landscape for detention/infiltration areas and drainage channels will be designed in a manner that will reinforce the character of the Town of Bennett and the high plains prairie, as well as provide the greatest benefit to the community. All detention/infiltration areas and related conveyance facilities shall strive for a natural vs. an "engineered" look. The designs shall strive to create a landscape concept for detention/infiltration areas, and drainage channels that will be aesthetically pleasing as well as environmentally responsible in terms of water use. It is considered beneficial to allow for passive recreational activities near detention/infiltration areas.

1. Detention/infiltration facilities, manmade drainage channels other than those through residential front or side yards, and disturbed drainage channels, shall be planted with drought tolerant native grasses and plant materials. Front and side yard residential drainages shall be planted to match the front or side yard of the residence. Natural drainage channels containing existing vegetation and non-irrigated native grasses are exempt. Detention/infiltration areas or drainage channels shall be designed to blend with adjacent areas.
2. Natural drainage corridors containing existing native grasses and established vegetation may be supplemented with native trees, shrubs and ornamental grasses that could enhance wildlife habitat and the pedestrian environment. Areas of disturbance within the natural drainage corridors shall be re-vegetated with native plant materials.
3. Consideration should be given to locating pedestrian focal points along drainages including overlooks, and seating areas.
4. Plant materials should be used to strengthen the edge of drainage ways.
5. Landscape adjacent to drainage ways should be naturalistic and include riparian



vegetation.

ACCESSORY STRUCTURES AND USES INTENT

To provide Development Standards applicable to all land use areas within the planned development (exclusive of Open Space areas). Accessory Structures or Uses shall refer to detached, subordinate buildings or structures, the use of which is customarily incidental to that of the principal building or to the main use of the land and which is located on the same lot with the main building or use.

1. Private parking garages (attached or detached from single-family homes)
2. Service structures (utility/storage, garden sheds and greenhouses)
3. Patio/privacy enclosures and walls
4. Patio shade structures and gazebos

ACCESSORY STRUCTURES DEVELOPMENT GUIDELINES

1. Permitted accessory uses shall conform to the setbacks and height restrictions outlined in the Bulk and Dimensions Standards Matrix.
2. Maximum number of accessory structures = 1 per lot as a use by right (with the exception of detached garages). Any additional structure would need to be submitted to the Governing Design Review Committee (which could be a Homeowner's Association or Metropolitan District), for review and approval.
3. Detached parking garages shall be architecturally compatible with the main building or house, including similar design styles, details, materials, and color.
4. Service structures, such as garden sheds, utility storage and greenhouses, are only permitted if attached to the main structure and successfully integrated into the residential architecture or detached if approved by Governing Design Review Committee.
5. Patio shade structures and gazebos should be compatible with the architectural styles of their related homes.
6. Patio/privacy enclosures and walls should be architecturally compatible and reflect details and materials consistent with the residential buildings they serve.

LANDSCAPE DESIGN GUIDELINES

In general, landscaped areas should help to reinforce the character and identity of the community. These areas help promote community health and mental well-being and every effort should be made to incorporate a variety and abundance of plant material. The following principles should be used when planning and designing landscaped areas:

1. Where possible layers of vegetation should be used to help define spaces (large trees, understory trees, shrubs, herbaceous plants, grass)
2. Use tree species that provide shade, color, and variety



3. Use a diversity of species to limit loss from disease and insects
4. Use native and drought tolerant species when possible
5. Water intensive plantings, such as turf, should be restricted to active areas and used sparingly in other cases.
6. Irrigation systems that conserve water are encouraged

A list of suggested plant species can be found in the Town of Bennett's Development Design Guidelines.

RESIDENTIAL STREET DESIGN CONCEPT AND GUIDELINES

Residential streets contribute significantly to neighborhood quality. Street network will include a hierarchy of streets that reflect the different residential densities and traffic conditions within the community. The proposed street system is designed to provide a tree-lined streetscape, characteristic of traditional neighborhoods. This concept incorporates street sections in compliance with the Town of Bennett Road Design Standards with tree lawns where appropriate, and attached walks as an alternative, with both formal and informal street-tree plantings to enhance neighborhood quality, safety, livability and value.

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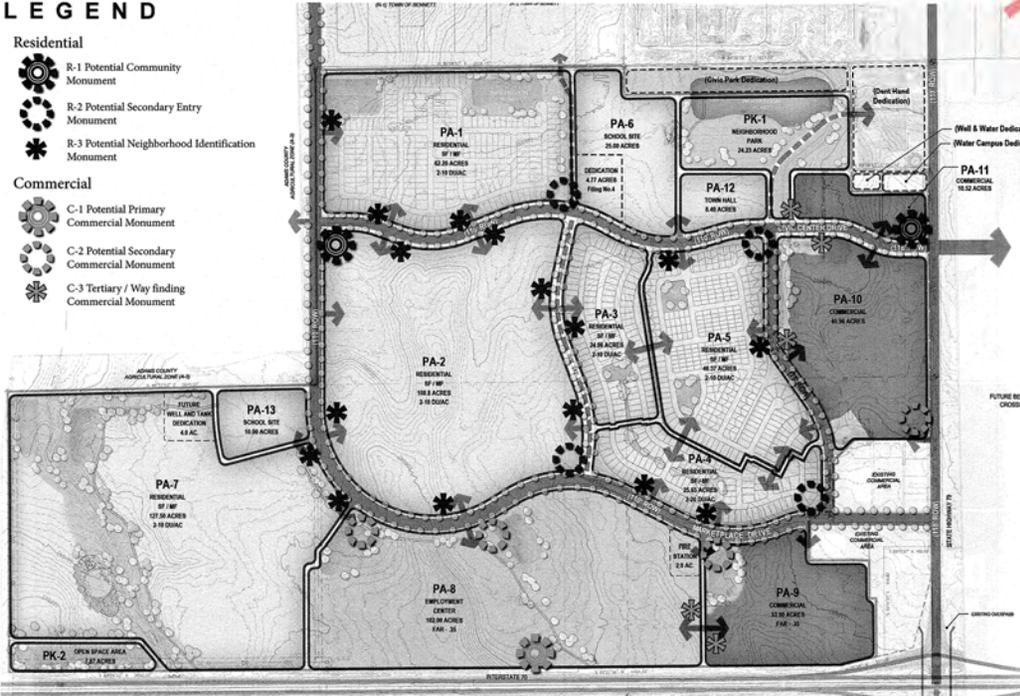


MUEGGE FARMS

**OUTLINE DEVELOPMENT PLAN
 MUEGGE FARMS 3RD AMENDMENT
 TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO
 SIGNAGE INTENT & TYPOLOGIES
 PAGE 11 OF 13**

LEGEND

- Residential**
- R-1 Potential Community Monument
 - R-2 Potential Secondary Entry Monument
 - R-3 Potential Neighborhood Identification Monument
- Commercial**
- C-1 Potential Primary Commercial Monument
 - C-2 Potential Secondary Commercial Monument
 - C-3 Tertiary / Way finding Commercial Monument



- any sign required by a valid and applicable federal, state or local law, ordinance or regulation;
- Signs and other visual displays erected by, or at the direction of, federal, state or local governmental or quasi-governmental agencies;
- Decorative lighting displays, i.e., holiday lights, that do not display a commercial message;\
- Any sign smaller than two (2) square feet in area, if located on a residential parcel
- Signs conforming to or required by the Manual of Uniform Traffic Control Devices, as published by the Federal Highway Administration from time to time under 23 Code of Federal Regulations, Part 655, Subpart F;
- Signs on athletic fields and scoreboards intended for on-premises viewing;
- Signs located on any Town-owned property not specifically addressed in this ODP

CONSTRUCTION

- All signs shall be constructed in accordance with the following requirements:
- Compliance with building code. The construction, erection, safety and maintenance of signs shall comply with all building regulations of the Town of Bennett, including building permit requirements where necessary. Electric signs and all permanent signs involving structural requirements of the building code shall be installed, repaired, altered and serviced only by a contractor licensed to perform such tasks.
 - Safety. Signs shall be structurally sound and located so as to pose no threat to pedestrian or vehicular traffic. No sign regulated by any of the provisions of this ODP shall be erected in proximity to railroad crossings or at the intersection of any streets in such a manner as to obstruct free and clear vision; at any location where, by reason of the position, shape or color, it may interfere with, obstruct the view of or be confused with any authorized traffic sign signal or device; or which makes use of any word, phrase, symbol or character in such a manner as to interfere with, mislead or confuse traffic.

MATERIALS

- Permanent signs shall be fabricated on and of materials that are of good quality, durable, weather-resistant, fastened or anchored sufficiently. Fabric or similar materials are not allowed for permanent signs. All wood sign components shall be stained or painted to ensure durability. Permanent freestanding signs shall complement the architectural style, character, materials, color and detail of adjacent buildings.
- Temporary signs shall be durable and weather-resistant and fastened or anchored sufficiently, whether attached to the building or positioned in the ground. If a lightweight fabric or similar material is being used as a freestanding temporary sign, it shall be mounted securely to a solid, hard-backed, rigid surface.

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MUEGGE FARMS

INTENT

The purpose of this Chapter is to promote the public health, safety and welfare by establishing standards and criteria for the construction, installation, maintenance and operation of signs in Muegge Farms, which are subject to the provisions of this ODP.

More specifically, this section is intended to:

- Enhance and protect the physical appearance of the Muegge Farms
- Compliment the values, goals and policies set forth in the Town's Master Plan;
- Protect property values;
- Promote and maintain visually attractive, high-value residential, retail, commercial and industrial areas;
- Promote the economic well-being of the community by creating a favorable physical image
- Ensure that signs are located and designed to:
 - Provide an effective means of way-finding in the community
 - Afford the community an equal and fair way to advertise and promote its products and services
 - Reduce sign clutter and the distractions and confusion that may be contributing factors in traffic congestion and accidents, and maintain a safe and orderly pedestrian and vehicular environment;
 - Minimize the disruption of the scenic views which when maintained protect important community values;
 - Afford businesses, individuals and institutions a reasonable opportunity to use signs as an effective means of communication;
 - All sign standards in the sign regulations of the Bennett Municipal Code not addressed in this ODP shall apply to signage in Muegge Farms.

EXEMPTIONS

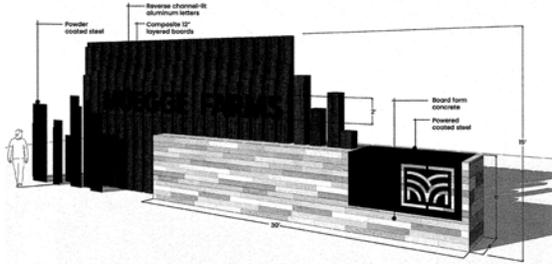
The following signs and displays are exempted from this ODP within Muegge Farms:



**OUTLINE DEVELOPMENT PLAN
 MUEGGE FARMS 3RD AMENDMENT
 TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO
 COMMUNITY SIGNAGE & GUIDELINES
 PAGE 12 OF 13**

STANDARDS & GUIDELINES

R-1 Primary Community Monument



Exhibits are for purposes of intent only and may be subject to revisions with subsequent submittals

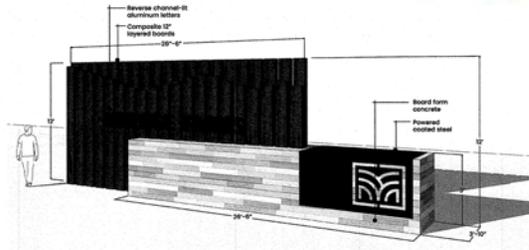
Standards

- 2 signs per community within the Muegge Farms ODP
- Maximum area of 60 square feet of type face
- Maximum height of 15'

Guidelines

- **Location:** Community Monument signs are typically located at the entrance or prominent intersections of a community. They shall be located on a site frontage adjoining a public or private street, tract, easement or right-of-way. The setbacks should ensure that all sight lines are preserved. Upon approval of the zoning administrator, a monument sign can be integrated into a wall.
- **Landscaping:** Landscaping shall be provided at the base of the supporting structure equal to two times the area of one face of the sign. For example, twenty (20) square feet of sign area equals sixty (60) square feet of landscaped area. The Zoning Administrator may reduce or waive this requirement if it is determined that the additional landscaping would not contribute significantly to the overall aesthetic character of the project, or if physical conditions of the site would preclude all or a portion of the landscaping.
- **Lighting:** Monument signs may be illuminated consistent with the rules and regulations of the Bennett Municipal Code.

R-2 Secondary Entry Monument



Standards

- 4 signs per community within the Muegge Farms ODP
- Maximum area of 40 square feet of type face
- Maximum height of 12'

Guidelines

- **Location:** Secondary Monument signs are typically located at prominent intersections of a community or at terminus view sheds. They shall be located on a site frontage adjoining a public or private street, tract, easement or right-of-way. The setbacks should ensure that all sight lines are preserved. Upon approval of the zoning administrator, a monument sign can be integrated into a wall.
- **Landscaping:** Landscaping shall be provided at the base of the supporting structure equal to two times the area of one face of the sign. For example, twenty (20) square feet of sign area equals sixty (60) square feet of landscaped area. The Zoning Administrator may reduce or waive this requirement if it is determined that the additional landscaping would not contribute significantly to the overall aesthetic character of the project, or if physical conditions of the site would preclude all or a portion of the landscaping.
- **Lighting:** Monument signs may be illuminated consistent with the rules and regulations of the Bennett Municipal Code.

R-3 Neighborhood Identification Monument



Standards

- 3 signs per neighborhood within each filing or planning area
- Maximum area of 32 square feet of type face
- Maximum height of 8'

Guidelines

- **Location:** Neighborhood Identification Monument signs are typically located at prominent intersections of the entrance of an individual neighborhood. They shall be located on a site frontage adjoining a public or private street, tract, easement or right-of-way. The setbacks should ensure that all sight lines are preserved. Upon approval of the zoning administrator, a monument sign can be integrated into a fence or wall.
- **Landscaping:** Landscaping shall be provided at the base of the supporting structure equal to three times the area of one face of the sign. For example, twenty (20) square feet of sign area equals sixty (60) square feet of landscaped area. The Zoning Administrator may reduce or waive this requirement if it is determined that the additional landscaping would not contribute significantly to the overall aesthetic character of the project, or if physical conditions of the site would preclude all or a portion of the landscaping.
- **Lighting:** Monument signs may be illuminated consistent with the rules and regulations of the Bennett Municipal Code.

Inspiration images are for purposes of intent only and may be subject to revisions with subsequent submittals



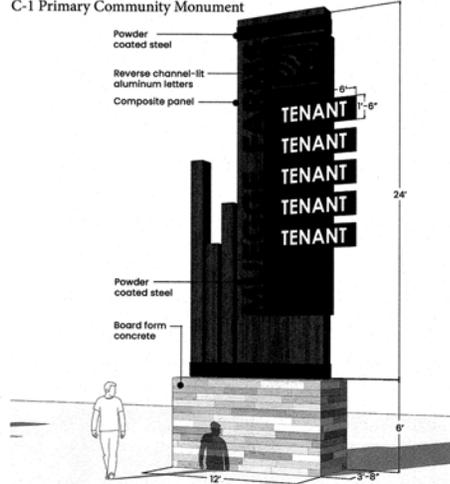
MUEGGE FARMS

**OUTLINE DEVELOPMENT PLAN
 MUEGGE FARMS 3RD AMENDMENT
 TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO
 COMMERCIAL SIGNAGE & GUIDELINES
 PAGE 13 OF 13**

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STANDARDS & GUIDELINES

C-1 Primary Community Monument



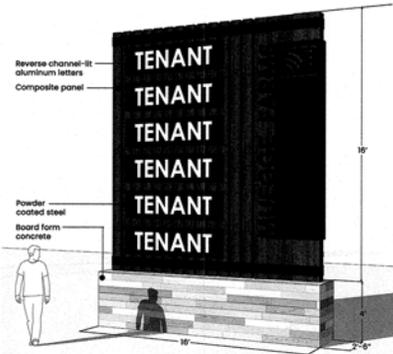
Standards

- 1 sign within the community proximate to Highway I-70
- Maximum area of 380 square feet of type face
- Maximum height of 60'

Guidelines

- **Location:** Primary Commercial Monument signs are typically located along the Highway corridor for business areas shown within the Muegge Farms ODP which encompasses generally the area from Penrith Road to the I-70 Interchange. They are situated to encourage enhancement of the economic vitality of the downtown business community. The setbacks should ensure that all sight lines are preserved.
- **Landscaping:** Landscaping shall be provided at the base of the supporting structure equal to the area of one face of the sign. For example, twenty (20) square feet of sign area equals sixty (20) square feet of landscaped area. The Zoning Administrator may reduce or waive this requirement if it is determined that the additional landscaping would not contribute significantly to the overall aesthetic character of the project, or if physical conditions of the site would preclude all or a portion of the landscaping.
- **Lighting:** Signs shall be oriented or illuminated so as not to adversely affect the surrounding area or existing nearby residential uses or structures. Examples of adverse effects are glare from intense illumination and large signs or structures which visually dominate an area.

C-2 Commercial Secondary Monument



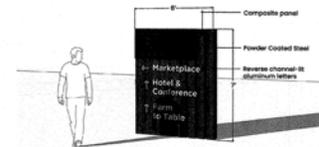
Standards

- 4 signs within the Muegge Farms ODP, non-residential planning areas, i.e. Commercial and Employment Center
- Maximum area of 250 square feet of type face
- Maximum height of 25'

Guidelines

- **Location:** Secondary Monument signs are typically located prominent intersections of a community or at terminus view sheds. They shall be located on a site frontage adjoining a public or private street, tract, easement or right-of-way. The setbacks should ensure that all sight lines are preserved. Upon approval of the zoning administrator, a monument sign can be integrated into a fence or wall.
- **Landscaping:** Landscaping shall be provided at the base of the supporting structure equal to the area of one face of the sign. For example, twenty (20) square feet of sign area equals sixty (20) square feet of landscaped area. The Zoning Administrator may reduce or waive this requirement if it is determined that the additional landscaping would not contribute significantly to the overall aesthetic character of the project, or if physical conditions of the site would preclude all or a portion of the landscaping.
- **Lighting:** Signs shall be oriented or illuminated so as not to adversely affect the surrounding area or existing nearby residential uses or structures.

C-3 Tertiary / Wayfinding Monument



Exhibits are for purposes of intent only and may be subject to revisions with subsequent submittals

Standards

- no maximum limit to quantity
- Maximum area of 50 square feet of type face
- Maximum height of 8'

Guidelines

- **Location:** Tertiary Monument signs are typically located prominent intersections of a community or at terminus view sheds. They shall be located on a site frontage adjoining a public or private street, tract, easement or right-of-way. The setbacks should ensure that all sight lines are preserved. Upon approval of the zoning administrator, a monument sign can be integrated into a fence or wall.
- **Landscaping:** Landscaping shall be provided at the base of the supporting structure equal to two times the area of one face of the sign. For example, twenty (20) square feet of sign area equals sixty (40) square feet of landscaped area. The Zoning Administrator may reduce or waive this requirement if it is determined that the additional landscaping would not contribute significantly to the overall aesthetic character of the project, or if physical conditions of the site would preclude all or a portion of the landscaping.
- **Lighting:** Monument signs may be illuminated.

Inspiration images are for purposes of intent only and may be subject to revisions with subsequent submittals



MUEGGE FARMS



January 4th, 2023

Steve Hebert, AICP
Bennett Planning & Economic Development Manager
Sara Aragon
Community Development Manager
Town of Bennett
207 Muegge Way
Bennett, CO 80102

Re: Muegge Farms PA-1 Filing 7 Final Development Plan

Dear Mr. Hebert and Ms. Aragon:

Below are the responses to the comments received from the first review.

Dan Giroux, PE, Engineering Consultant to the Town

General

1. The Final Plat extents and FDP extents will need to conform in some clear, understandable manner.
 - Street-frontage plantings, landscaping, irrigation, sidewalks, ramps, signs and possibly lighting are expected to come in with this subdivision.

RESPONSE:

The revised FDP and Final Plat provide for all of the above with the exception of street lighting which will be provided with the future electrical design plan from CORE Electric Cooperative

- Town right-of-way for Conditional Acceptance (CA) of improvements would be highly desirable, and likely even required, over easement or other treatment for the street- frontage public improvements.

RESPONSE:

Right of Way will be granted prior to Conditional Acceptance.

2. Xeriscape plantings are preferred, but will require irrigation for successful grow-in, in Bennett, per extensive prior and recent Town development experience.
 - Planning has been willing to support reduced plantings proposals and Town Public Works and Engineering are in support of that approach.

RESPONSE:

A note has been provided that all planting materials are labeled to be permanently irrigated with recycled water (purple pipe water).

- Planning will make final determinations regarding planting reductions that may be allowed.

RESPONSE:

Acknowledged. Planting plans have been updated per conversation with the town.

Final Landscape Plans will need to be reviewed and approved for construction following final public improvement Construction Documents (CD's) for grading/drainage, utilities, and streets.

- These final Landscape Plans will need to review all plantings, signage, fencing, irrigation, Park amenities, and other features with regard to conflicts with final designed fire hydrants, water valves, emergency and service access, and other utility elements, including light poles, electric and fiber cabinets, natural gas components, etc.

RESPONSE:

Acknowledged.

Water Distribution System

1. The utility layout shall extend the northerly 12-inch water main west to Penrith Road to close that 12-inch encompassing cell.

RESPONSE:

The 12-inch main has been revised as requested.

2. The Town is working with the developer on off-site and on-site water improvements to serve the proposed development, including non-potable.
 - The governing Construction Documents (CD's) will take precedent over the FDP regarding all final public improvements, including utilities and water systems.

RESPONSE:

Acknowledged.

Wastewater

1. There does not appear to be a provision for the sanitary sewer connection to SkyView (fr Penrith Park) subdivision, via the SkyView southeast Tract K (northwest area of infiltration pond).
 - The Town understanding was that 50 homes from this subdivision could be served by the Penrith Park Lift Station, which is still the prevailing capacity design and approach.

RESPONSE:

Sanitary Layout has been revised – no more than 50 lots with sanitary routed to Penrith Park will be built until the Western Interceptor is built and Lift Station is removed – ultimately 104 will be routed to Penrith Park

Please clarify if this is no longer desired/intended, or to be addressed further through the public improvement Construction Documents and designs.

RESPONSE:

Routing to Penrith Park is desired; this shallows up other Sanitary Mains by almost 3 feet.

Access

1. Location of “street trees” for major collector may leverage adjacent Tracts, depending on utility needs and layouts.

RESPONSE:

Acknowledged.

2. Pedestrian walks may also leverage the adjacent Tracts along these same major collector streets, to allow flexibility for best layouts for plantings, utilities, sidewalks, and setbacks.

RESPONSE:

Acknowledged.

3. A block break near Lots 42-44 would be useful for pedestrian/service/utility pass-through for this long 28-lot uninterrupted lot run along the southeast development area.
 - This connects to Civic Center Drive, and leverages the CC Drive stormwater channel crossing, so that no other culvert or specialty-bridge crossing is required to the north.

RESPONSE:

Tract has been expanded to include a pedestrian walkway between lots 43&44

- By my computations, this pass-through saves east-bound/southeast-bound pedestrians from the east side of the development over ¼ mile of out-&-back walking to get to Civic Center Drive eastbound.

RESPONSE:

A sidewalk has been added.

4. Sidewalk extents and stable adjacent groundcover (if not fully landscaped and irrigated with permanent) are required to connections north along Penrith Road to Colfax, and east along Civic Center Drive to Muegge Farms Filing 4, 5-6, whichever is in-place and closer at time of construction, and per CD's and Subdivision Agreement provisions.

RESPONSE:

Acknowledged.

Stormwater Management

1. The infiltration pond has received significant attention, design and review with the Brunner Subdivision to the northwest, which is one of the properties served by the pond.

- The pond has received significant Town Board attention and interest, regarding function, effectiveness, sustainability, appearance & aesthetics, accessory uses, open space value & benefit, and ownership & maintenance.

RESPONSE:

Noted.

- The pond design and construction plans were approved.

RESPONSE:

Noted.

- The pond area final and permanent land use has not been approved by a formal Town Land Use action by the Town Board of Trustees.

RESPONSE:

Noted.

- This Final Plat will consummate that Town Land Use approval action.

RESPONSE:

Noted.

- In light of the Board interest and questions and given that this is a first-time Board Land Use action on this land use, the applicant should be prepared to address a robust presentation to the Town Board regarding the infiltration pond.

RESPONSE:

Noted.

Mike Heugh, PE, Town Traffic Engineer

Muegge Farms PA-1 Traffic Impact Analysis (Mar 17, 2022) – Town Traffic Comments

1. Assuming Civic Center Dr is an arterial, town standards require 200' storage with 100' taper. The 100' taper is a minimum. A comment was made in the Major Roads Package that variances to town standards need to be documents. These auxiliary lanes lengths would be part of that. Please evaluate if the taper could be extended more in line with SHAC taper ratios (10:1 for 35mph). This may not be part of PA-1, but since it's adjacent, I'll comment again.

RESPONSE:

These turn lanes are in the Major roadway plan set, however the turn lane storage lengths have been revised as requested.

The graphic has been updated to show a minimum lane length of 200 feet and a taper length at 120 feet (10:1).

2. Just curious how the SBL 300' storage was calculated on Penrith at Civic Center Dr? Again, probably part of Major Roads Package.

RESPONSE:

The estimated turning volume is 300vph so the left-turn lane was sized at 300 feet rather than the 200 feet dimension recommended at lower volume locations.

Final Development Plan (July 15, 2022)

1. Page 1, please update traffic consultant information. Michael Heugh, PE. Address is in letter header.

RESPONSE:

Updated on Cover sheet

2. What kind of curb ramps are we allowing?

RESPONSE:

The typical curb ramp detail included in the plan set is as discussed.

3. The curb ramp in lot 154 seems better suited to be placed in lot 155. This can align with a new curb ramp crossing Street D north of Street M. Then the southern end of the park will have access both E- W and N-S.

RESPONSE:

Curb Ramps have been revised in this area.

4. Please label ROW on the entry streets.



RESPONSE:

Labeled.

5. The pedestrian ramp design needs to be discussed further with the development team and town staff. Directional ramps that lead pedestrian perpendicular to the roadway are preferred. The ramps shown are close to accomplishing that. I recognize there are several factors that go into the design, so a follow-up meeting should be scheduled to discuss details.

RESPONSE:

Noted – Ramp detail has been updated in this submittal.

Thank you for your comments.

Sincerely,

Paul Shoukas
Vice President



Engineering Review Memo

To: Steve Hebert, Town Planner
Chad Bunger, Community & Economic Development Director

From: Dan Giroux, PE, Town Engineer

Date: Tuesday, February 21, 2023

Case: Muegge Farms Planning Area 1 (PA-1) / Filing 7 Final Plat &
Final Development Plan (FDP) / Town of Bennett Land Use Cases 22.25 & 22.26

Subject: Civil Engineering Review

Per the request of the Town of Bennett, Terramax, Inc. has reviewed the application materials for the 2nd submittal for the proposed Muegge Farms Planning Area 1 (PA-1) / Filing 7 Final Plat & Final Development Plan (FDP).

This review does not constitute a contractual offer to the applicant, and does not relieve the applicant from meeting the Town's requirement that the development comply with all Town Codes and Standards. All comments on the development application are still in force until acceptably addressed.

Although every attempt has been made to be diligent, thorough and comprehensive, by the nature of review, and relative time invested versus design and plan development, the Town must reserve the right to make original comments and revision requests in subsequent submittals, even for information already submitted, until final application approval.

I have the following comments to offer on the application materials:

General

1. There are redline plan markups attached for the Final Plat.
2. Generally, as I am sure the consultant team is aware of and working diligently through, the Final Plat requires additional QA/QC review and cleanup, primarily with regard to the page breaks/matchlines, and presentation or continuation of notes and information.
3. The Final Plat will require the incorporation and customization of the Town's standard General Notes, available from Town staff.
4. The consulting team has performed significant work in researching, presenting and incorporating the section line conflict identified with the respective Penrith Road and Bennett Avenue west and south section lines of Section 28.
5. Since there has been a discrepancy or conflict regarding survey monumentation changes and property pins in this area, for this adjacent north Section, the status of the related utility easements, previously dedicated to the utility providers, will need to be verified and explicitly confirmed regarding their basis and alignment, as well as physical line locations v easements. **Page 113**

Water Distribution System

1. No further comments pending Construction Document (CD) submittal and review.

Wastewater

1. As previously outlined, the Town has moved forward to establish a "*Wastewater Treatment Capacity Reservation (WWTCR) Fee*" to support the additional needed wastewater treatment capacity required for new development in the Town.
 - Specific terms of the WWTCR Fee will be addressed via the Subdivision Agreement, including up-front payment requirements for all lots created with this subdivision, specifically for wastewater treatment expansion, and the related credits provided towards future Wastewater Impact Fees, assessed at the time of building permit.

Access

1. No further comments pending Construction Document (CD) submittal and review.

Stormwater Management

1. No further comments pending Construction Document (CD) submittal and review.

Steve and Chad, this concludes my engineering review of the application and supporting submittal materials for the proposed Muegge Farms PA-1 / Filing 7 Final Plat & Final Development Plan (FDP) by the applicant. Please let me know if you have any questions, or require additional information pertaining to the submitted information, or my review.

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 33, FROM WHICH THE NORTH LINE OF SAID NORTHWEST QUARTER BEARS N88°53'01"E, 2637.20 FEET; THENCE N89°09'04"E, A DISTANCE OF 55.00 FEET TO THE SOUTHWEST CORNER OF LOT 44, BLOCK 2, PENRITH PARK AMENDMENT #2 AS RECORDED AT RECEPTION NO. 2018000064291 OF THE ADAMS COUNTY RECORDS AND THE POINT OF BEGINNING;

THENCE ALONG THE SOUTH LINE OF SAID PENRITH PARK AMENDMENT #2 N89°09'04"E, 2,037.39 FEET;
 THENCE S04°11'07"E, A DISTANCE OF 58.02 FEET TO A POINT OF CURVE;
 THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 222.00 FEET AND A CENTRAL ANGLE OF 27°14'45", 105.57 FEET TO A POINT OF TANGENT;
 THENCE ALONG SAID TANGENT S31°25'52"E, A DISTANCE OF 25.00 FEET TO A POINT OF CURVE;
 THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 178.00 FEET AND A CENTRAL ANGLE OF 30°34'57", 95.01 FEET TO A POINT OF TANGENT;
 THENCE ALONG SAID TANGENT S00°50'56"E, A DISTANCE OF 750.88 FEET;
 THENCE S06°07'10"W, A DISTANCE OF 45.33 FEET;
 THENCE S00°50'56"E, A DISTANCE OF 25.00 FEET TO A POINT OF CURVE;
 THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 172.50 FEET AND A CENTRAL ANGLE OF 11°41'35", 35.20 FEET TO A POINT OF COMPOUND CURVE;
 THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 86°47'56", 53.02 FEET TO A POINT OF REVERSE CURVE;
 THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 1,055.00 FEET AND A CENTRAL ANGLE OF 28°54'20", 532.24 FEET TO A POINT OF TANGENT;
 THENCE ALONG SAID TANGENT S68°44'16"W, A DISTANCE OF 56.13 FEET;
 THENCE S76°05'27"W, A DISTANCE OF 39.07 FEET;
 THENCE S68°44'16"W, A DISTANCE OF 121.88 FEET TO A POINT OF CURVE;
 THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 90°00'00", 54.98 FEET;
 THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, S65°09'41"W, A DISTANCE OF 80.16 FEET TO A POINT ON A CURVE;
 THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 90°00'00" (THE CHORD OF WHICH BEARS S23°44'16"W, 49.50 FEET), 54.98 FEET TO A POINT OF TANGENT;
 THENCE ALONG SAID TANGENT S68°44'16"W, A DISTANCE OF 30.20 FEET TO A POINT OF CURVE;
 THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 695.00 FEET AND A CENTRAL ANGLE OF 29°58'22", 363.57 FEET;
 THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, N73°35'56"W, A DISTANCE OF 51.47 FEET TO A POINT ON A CURVE;
 THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 690.00 FEET AND A CENTRAL ANGLE OF 06°58'46" (THE CHORD OF WHICH BEARS N73°33'37"W, 84.00 FEET), 84.05 FEET TO A POINT OF TANGENT;
 THENCE ALONG SAID TANGENT N70°04'14"W, A DISTANCE OF 50.60 FEET TO A POINT OF CURVE;
 THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 90°00'00", 54.98 FEET;
 THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, N73°38'54"W, A DISTANCE OF 80.16 FEET TO A POINT ON A CURVE;
 THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 89°52'11" (THE CHORD OF WHICH BEARS S64°51'51"W, 49.44 FEET), 54.90 FEET TO A POINT OF REVERSE CURVE;
 THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 755.00 FEET AND A CENTRAL ANGLE OF 19°47'56", 260.90 FEET TO A POINT OF TANGENT;
 THENCE ALONG SAID TANGENT S90°00'00"W, A DISTANCE OF 46.89 FEET;
 THENCE N83°06'35"W, A DISTANCE OF 41.68 FEET;
 THENCE S90°00'00"W, A DISTANCE OF 108.92 FEET TO A POINT OF CURVE;
 THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 48.50 FEET AND A CENTRAL ANGLE OF 89°44'10", 75.96 FEET TO A POINT OF TANGENT;
 THENCE ALONG SAID TANGENT, BEING PARALLEL WITH AND 55.00 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER N00°15'50"W, A DISTANCE OF 564.01 FEET TO A POINT OF CURVE;
 THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 90°00'00" (THE CHORD OF WHICH BEARS N44°43'52"E, 49.49 FEET), 54.97 FEET;
 THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, N00°15'34"W, A DISTANCE OF 80.00 FEET TO A POINT ON A CURVE;
 THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 90°00'00" (THE CHORD OF WHICH BEARS N45°15'50"W, 49.50 FEET), 54.98 FEET TO A POINT OF TANGENT;
 THENCE ALONG SAID TANGENT, BEING PARALLEL WITH AND 55.00 FEET EAST OF SAID NORTHWEST QUARTER N00°15'50"W, A DISTANCE OF 454.58 FEET TO THE POINT OF BEGINNING, CONTAINING 2,639,606 SQUARE FEET OR 60.597 ACRES, MORE OR LESS.

PURPOSE: THE PROPOSED SKETCH PLAN, OUTLINED IN THIS SUBMITTAL, IS TO PROVIDE THE TOWN OF BENNETT A SITE PLAN FOR THE 60.597 ACRE THAT DEFINES PLANNING AREA - 1, WHICH IS A PORTION OF LAND WITHIN THE OVERALL APPROXIMATE 702 ACRE MUEGGE FARMS DEVELOPMENT. THE SITE PLAN, LOCATED IN THE NORTHERN BOUNDARY OF THE OVERALL MUEGGE FARMS DEVELOPMENT, WILL PROVIDE 243 SINGLE FAMILY RESIDENTIAL FAMILY HOMES APPROXIMATELY 5500 SQUARE FEET IN SIZE, A CENTRAL POCKET PARK, A DETENTION POND AND INFILTRATION POND. THE GROWING COMMUNITY OF THE TOWN OF BENNETT.

VESTED PROPERTY RIGHT NOTE: COMMENTS MADE BY THE TOWN DURING THE SKETCH PLAN REVIEW SHALL NOT BE BINDING ON THE TOWN'S CONSIDERATION OF ANY SUBSEQUENT FINAL PLAT APPLICATION OR RESULT IN A VESTED PROPERTY RIGHT PURSUANT TO ARTICLE 1, DIVISION 5 OF CHAPTER 16 OF THE BENNETT MUNICIPAL CODE OR STATE STATUTE.

PARKS AND SCHOOL DEDICATION NOTE: THE ORIGINAL MUEGGE FARMS OUTLINE DEVELOPMENT PLAN WAS APPROVED FOR 730 ACRES OF MIXED USE DEVELOPMENT OF WHICH TEN PERCENT (10%) OF THE GENERAL LAND DEDICATION REQUIREMENT EQUALS 73 ACRES. ADDITIONALLY, THE TOWN HAS ALREADY ACCEPTED THE DENT HAND DEDICATION, CIVIC PARK DEDICATION, WELL AND WATER DEDICATION, FILING NO. 4 PARK DEDICATION, AND WATER CAMPUS DEDICATION AS ITEMIZED ABOVE. FURTHERMORE, A 2.17 ACRE DEFICIT IN PENRITH PARK'S OPEN SPACE REQUIREMENT IS ACCOUNTED FOR IN MUEGGE FARMS OPEN SPACE REQUIREMENT WHICH BRINGS THE TOTAL LAND DEDICATION REQUIREMENT TO 75.17 ACRES.

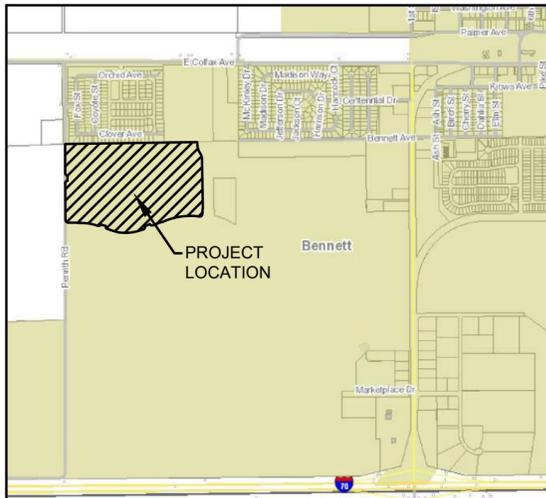
PER THE APPROVED MUEGGE FARMS OUTLINE DEVELOPMENT PLAN, 25 ACRES OF SCHOOL SITE HAS BEEN DEDICATED IN PA-6 AND 10 ACRES OF SCHOOL SITE HAS BEEN DEDICATED IN PA-13.

MUEGGE FARMS FILING 7 FINAL DEVELOPMENT PLAN

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO

TOTAL AREA = 2,639,606 SQ. FT. OR 60.597 ACRES MORE OR LESS

1 OF 36



VICINITY MAP
(N.T.S.)

LIST OF CONTACTS

TOWN OF BENNETT
207 MUEGGE WAY
BENNETT, CO 80102
303-644-3249

TOWN OF BENNETT PUBLIC WORKS
365 PALMER AVE
BENNETT, CO 80102
303-644-3249

FIRE DEPARTMENT
BENNETT-WATKINS FIRE RESCUE
355 4TH STREET
BENNETT, COLORADO 80102
303-644-3572

TELEPHONE
CENTURY LINK
9750 E. COSTILLA AVE, 2ND FLOOR
ENGLEWOOD, COLORADO 80112
303-792-1840
ATTN: WILLIAM BENSON

ELECTRIC
INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION
1497 MAIN ST.
STRASBURG, CO 80136
303-622-9231

GAS
COLORADO NATURAL GAS
10825 E. GEDDES AVE., SUITE 410
CENTENNIAL, CO 80112
303-979-7680

TOWN OF BENNETT CONSULTING ENGINEER
DANIEL GIROUX, P.E.
TERRAMAX, INC.
4220 GOLF VISTA DRIVE
LOVELAND, COLORADO 80537
303-929-2194

TOWN OF BENNETT TRAFFIC CONSULTING ENGINEER
GABRIELLE RENNER, P.E., P.T.O.E.
APEX DESIGN
1675 LARIMER ST, STE. 400
DENVER, COLORADO 80202
303-339-0440

DEVELOPER
MGV INVESTMENTS, LLC
P.O. BOX 4701
GREENWOOD VILLAGE, COLORADO 80155
303-210-4964
ATTN: JOHN VITELLA

PLANNER / LANDSCAPE ARCHITECT
PCS GROUP INC.
P.O. BOX 18287
DENVER, COLORADO 80218
303-531-4905
ATTN: PAUL SHOUKAS
WWW.PCSGROUPCO.COM

ENGINEER/SURVEYOR
EMK CONSULTANTS, INC.
7006 S. ALTON WAY, BLDG. F
CENTENNIAL, COLORADO 80112
303-694-1520
ATTN: GARY WALTER

Somewhere in this FDP show cross sections of the different local streets sections, including the entryways and general local streets.

Cross sections added to sheet 2

ACCEPTANCE BLOCK AND NOTARY
By signing this FDP, the owner acknowledges and accepts all of the requirements and intent set forth herein.

OWNER _____

STATE OF COLORADO)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2__, by _____.

Witness my hand and official seal

Notary Public
My commission expires _____

Removed
Delete this statement.

TOWN APPROVAL BLOCK
Approved by the Town Board of Trustees of the Town of Bennett, Colorado on the ____ day of _____, 20__ by Resolution No. _____.

Mayor _____ ATTEST: Town Clerk _____

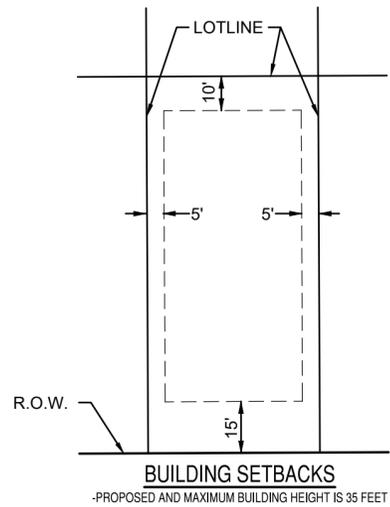
ACCEPTANCE BLOCK AND NOTARY
By signing this FDP, the owner acknowledges and accepts all of the requirements and intent set forth herein.

CLERK AND RECORDER'S CERTIFICATE
I hereby certify that this instrument was filed in my office at ____ o'clock ____m., this ____ day of _____, 20__, and is recorded under Reception No. _____.

Clerk and Recorder _____
Deputy _____

SHEET INDEX

1	COVER SHEET
2	OVERALL SITE PLAN
3-6	PLAT SHEETS
7-10	GRADING & DRAINAGE PLAN
11-14	UTILITY PLAN
PLANS (BY OTHERS)	
15	LANDSCAPE GENERAL NOTES
16	OVERALL LANDSCAPE SITE PLAN
17	PARK SITE PLAN
18-20	SITE DETAILS
21	LANDSCAPE NOTES
22	LANDSCAPE SCHEDULE
23	LANDSCAPE DETAILS
24	OVERALL LANDSCAPE PLAN
25-31	LANDSCAPE PLAN
32	PARK LANDSCAPE PLAN
33-36	ARCHITECTURAL ELEVATIONS



LAND USE		
COVERAGE	AREA (ACRES)	PERCENT TOTAL
SINGLE FAMILY DETACHED RESIDENTIAL LOTS (243)	32.3222	53.34%
PROPOSED RIGHT-OF-WAY	11.6424	19.21%
DETENTION/PARK/OPEN SPACE TRACTS (6)	16.6324	27.45%
OVERALL SITE AREA	60.5970	100.00%
LARGEST LOT	12,391 SF	
SMALLEST LOT	5,000 SF	
AVERAGE LOT	5,500 SF	

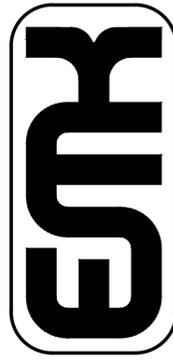
TRACT SUMMARY				
TRACT	AREA (ACRES)	USE	OWNER	MAINTENANCE
A	8.9268	OPEN SPACE & DETENTION	HOA/METRO DISTRICT	HOA/METRO DISTRICT
B	5.6275	OPEN SPACE & DETENTION	HOA/METRO DISTRICT	HOA/METRO DISTRICT
C	1.2481	PARK	HOA/METRO DISTRICT	HOA/METRO DISTRICT
D	0.2570	OPEN SPACE	HOA/METRO DISTRICT	HOA/METRO DISTRICT
E	0.4095	OPEN SPACE	HOA/METRO DISTRICT	HOA/METRO DISTRICT
F	0.1635	UTILITIES	HOA/METRO DISTRICT	HOA/METRO DISTRICT

BENCHMARK
NGS STATION B 374 (PID KK0053)

BEING A STANDARD BRASS BENCHMARK DISK SET IN TOP OF A 10" SQUARE CONCRETE MONUMENT, 4" ABOVE GRADE, STAMPED "B 374 1960". MONUMENT IS 104 FEET NORTH OF THE NORTH LANE OF INTERSTATE HIGHWAY 70, 3.1 FEET EAST OF A WITNESS POST AND 1 FOOT NORTH OF AN EAST-WEST FENCE LINE.

ELEVATION = 5522 FEET (NAVD 88 DATUM)

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LAND DEVELOPMENT
ENGINEERING & SURVEYING
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CENTENNIAL, COLORADO 80112-2019
(303)694-1520
www.emkc.com



NO.	DESCRIPTION	REVISIONS	
		DATE	BY

DESIGNED BY: **GAW**
DRAWN BY: **DLL**
CHECKED BY: **GAW**
APPROVED BY: **ERM**

MUEGGE FARMS FILING 7
COVER SHEET

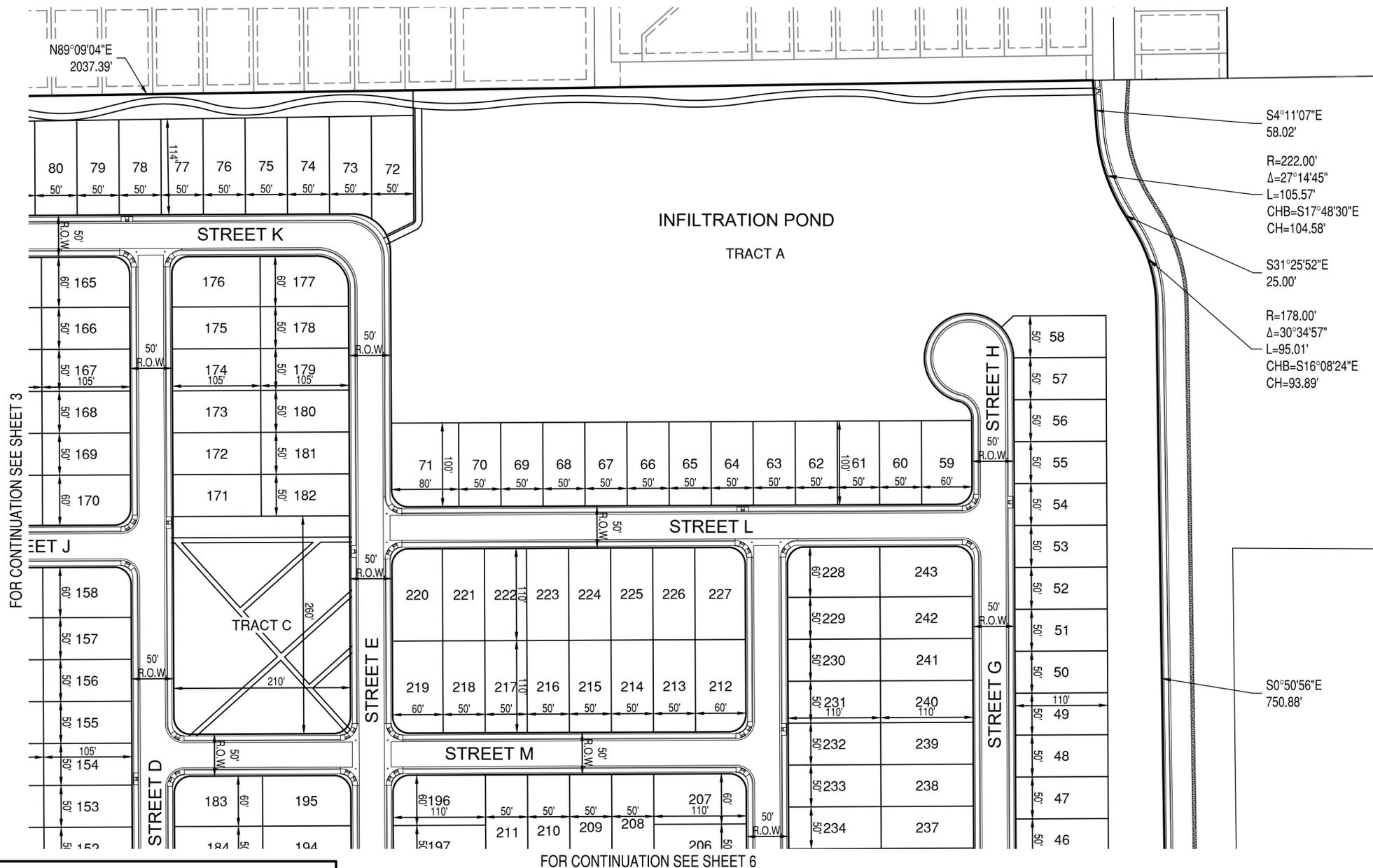
DATE: 07/15/2022
JOB NO: 13301.00
SCALE
HORIZONTAL N/A VERTICAL N/A
1 of 36

MUEGGE FARMS FILING 7 FINAL DEVELOPMENT PLAN

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH,
RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, COUNTY OF ADAMS,
STATE OF COLORADO

TOTAL AREA = 2,639,606 SQ. FT. OR 60.597 ACRES MORE OR LESS

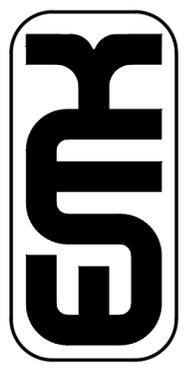
4 OF 36



FOR CONTINUATION SEE SHEET 3

FOR CONTINUATION SEE SHEET 6

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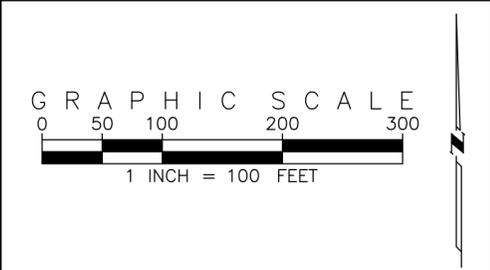
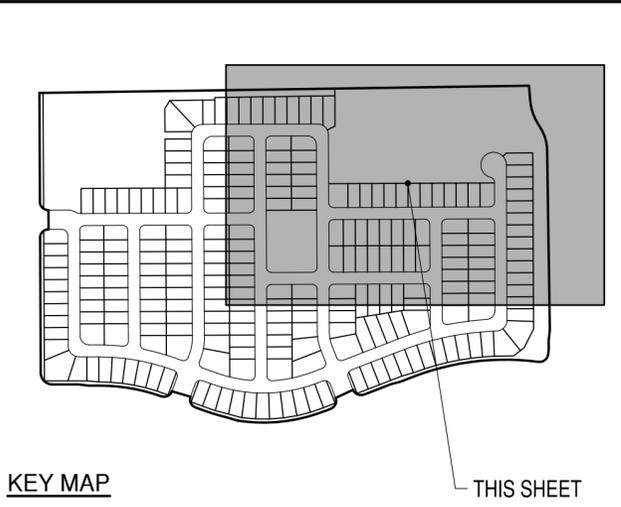


REVISIONS		DESIGNED BY:	DRAWN BY:	CHECKED BY:	APPROVED BY:
NO.	DESCRIPTION	DATE	BY	DATE	BY
1		GAW	DLI	GAW	ERM
2					
3					
4					
5					

MUEGGE FARMS FILING 7

PLAT SHEET

DATE: 07/15/2022
JOB NO: 13301.00
SCALE
HORIZONTAL: 1"=100'
VERTICAL: N/A
4 of 36

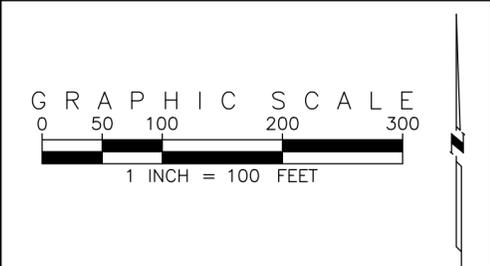
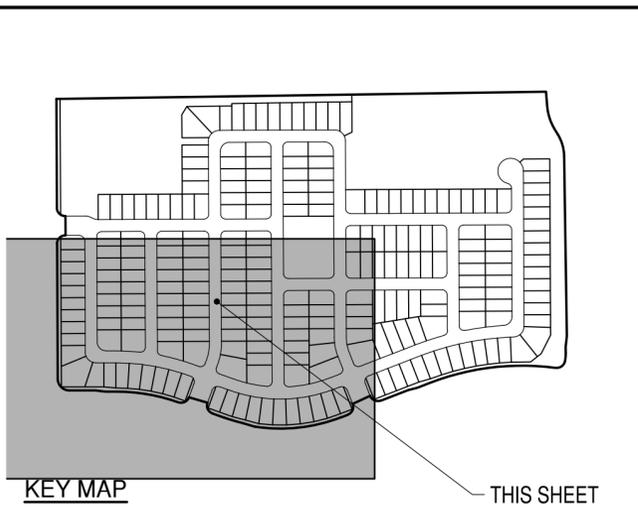
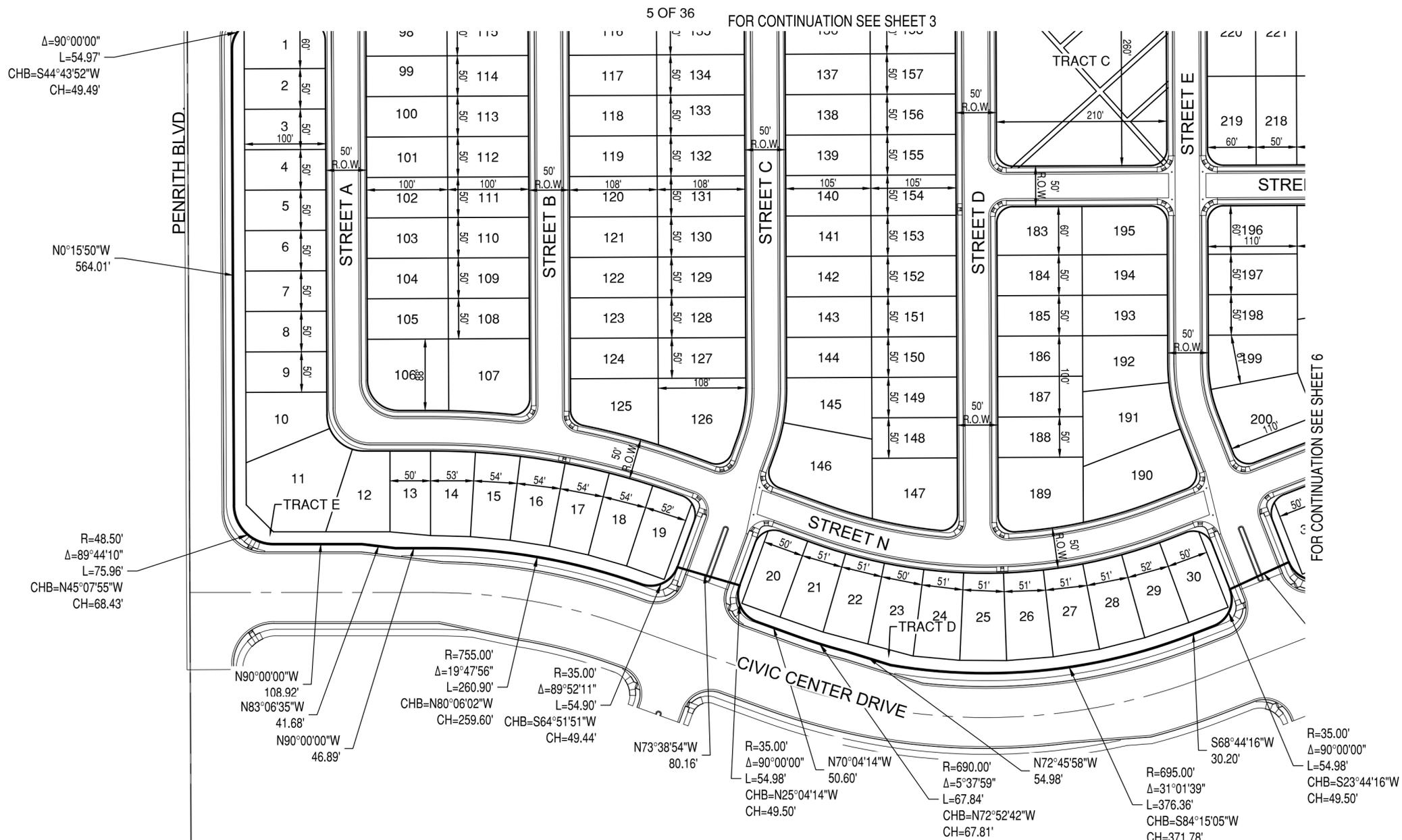


BENCHMARK
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ELEVATION = 5522 FEET (NAVD 88 DATUM)

MUEGGE FARMS FILING 7 FINAL DEVELOPMENT PLAN

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH,
RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, COUNTY OF ADAMS,
STATE OF COLORADO

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REVISIONS	
NO.	DESCRIPTION

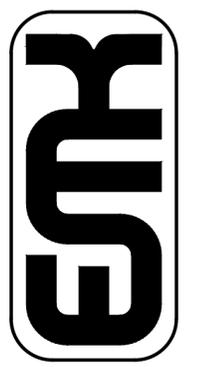
DESIGNED BY: **GAW**
DRAWN BY: **DLL**
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MUEGGE FARMS FILING 7

PLAT SHEET

DATE: 07/15/2022
JOB NO: 13301.00
SCALE
HORIZONTAL: 1"=100'
VERTICAL: N/A
5 of 36

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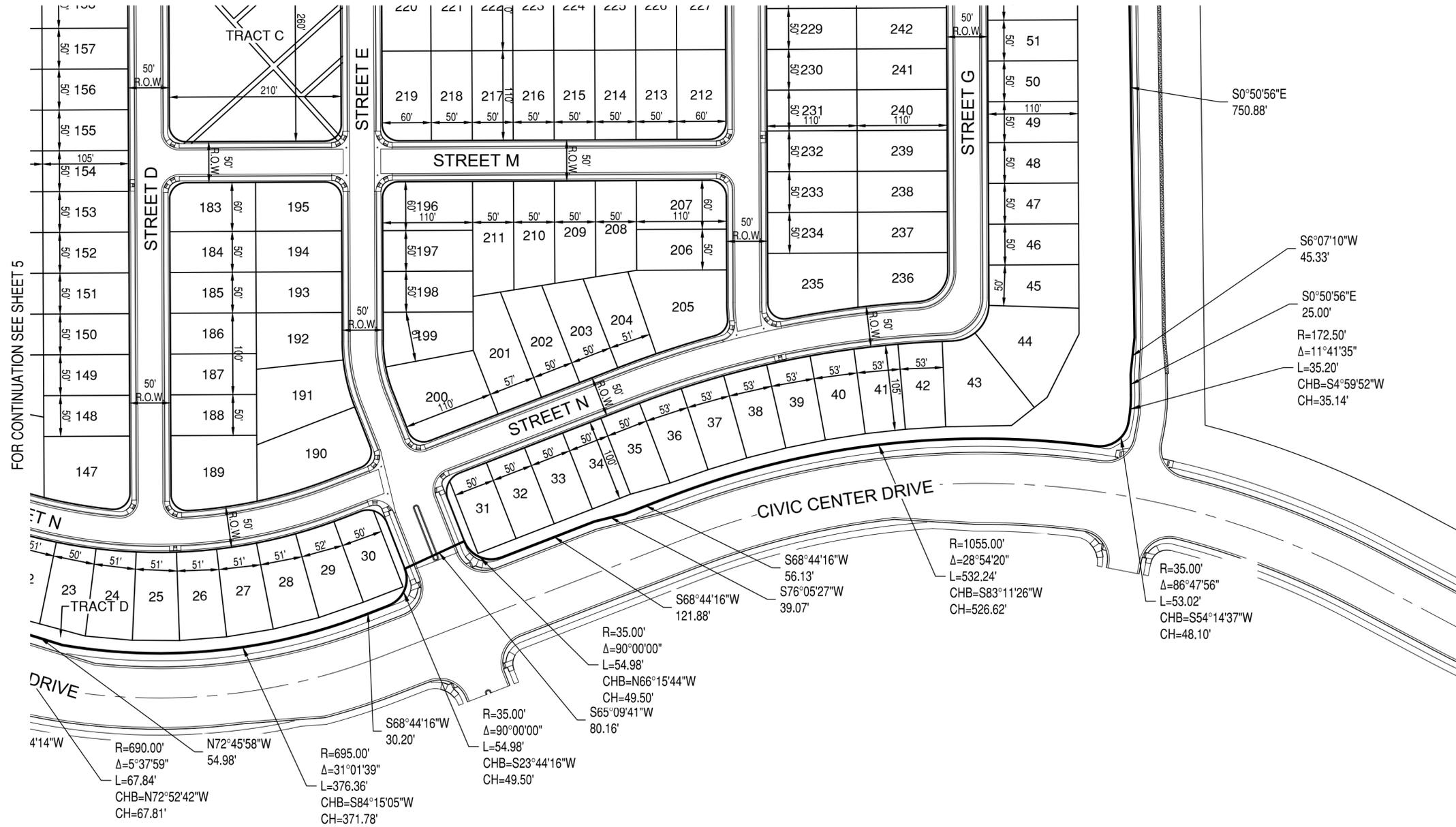


MUEGGE FARMS FILING 7 FINAL DEVELOPMENT PLAN

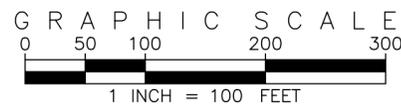
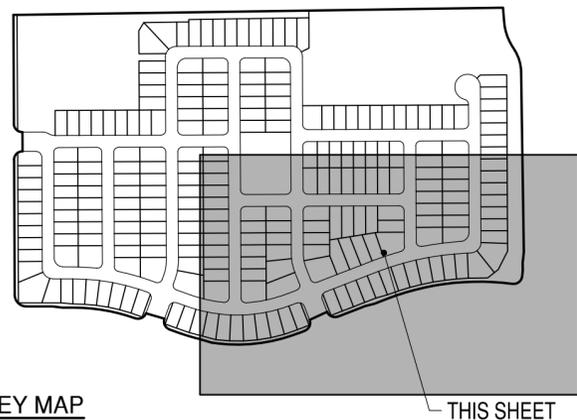
A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH,
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FOR CONTINUATION SEE SHEET 4 6 OF 36



FOR CONTINUATION SEE SHEET 5



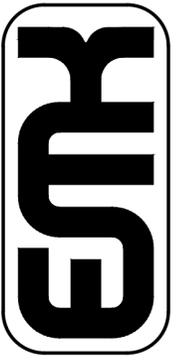
BENCHMARK

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REVISIONS		DESIGNED BY:	DRAWN BY:	CHECKED BY:	APPROVED BY:
NO.	DESCRIPTION	DATE	BY	DATE	BY

MUEGGE FARMS FILING 7

PLAT SHEET

DATE: 07/15/2022

JOB NO: 13301.00

SCALE
HORIZONTAL: 1"=100'
VERTICAL: N/A

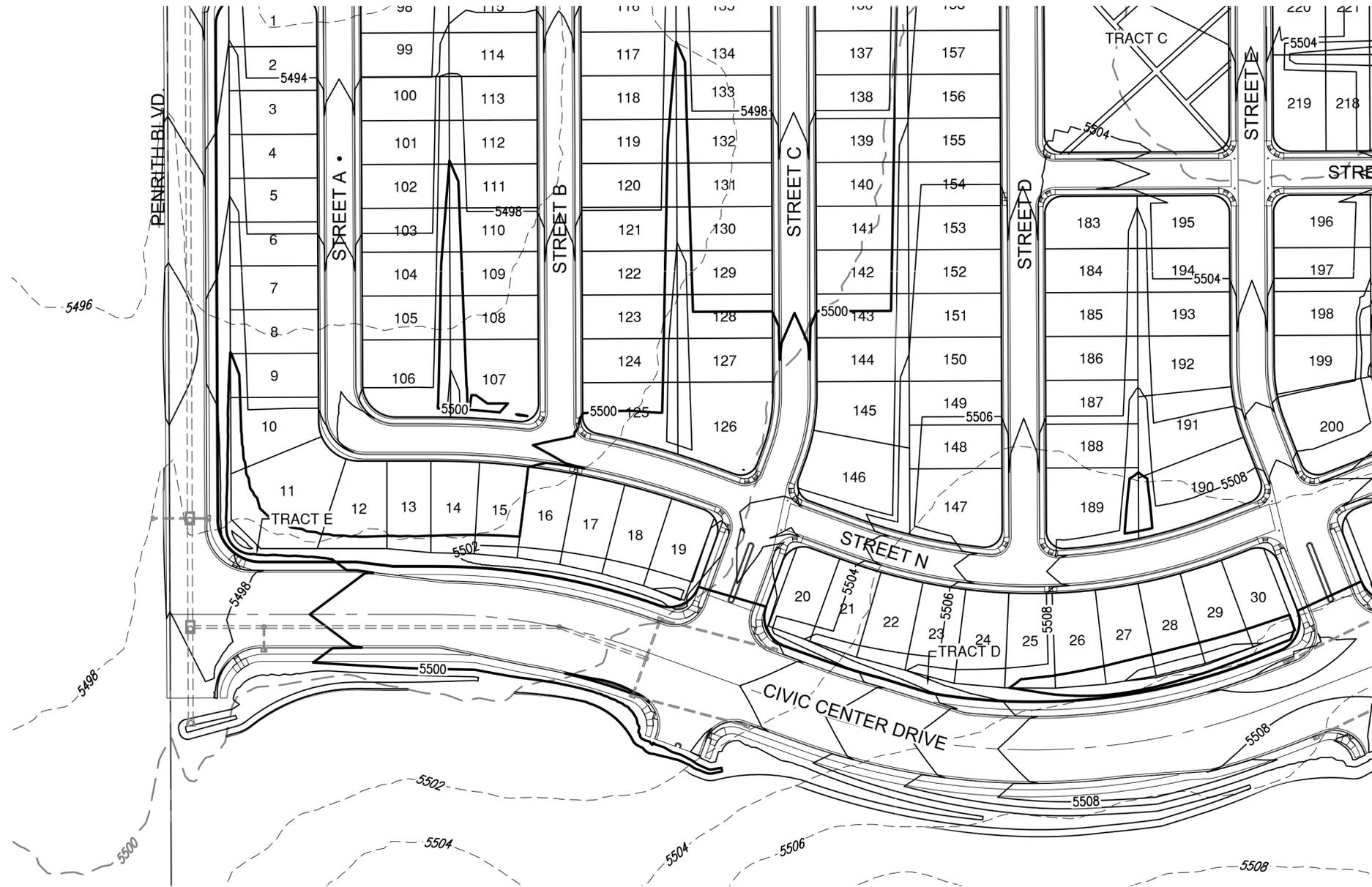
6 of 36

MUEGGE FARMS FILING 7 FINAL DEVELOPMENT PLAN

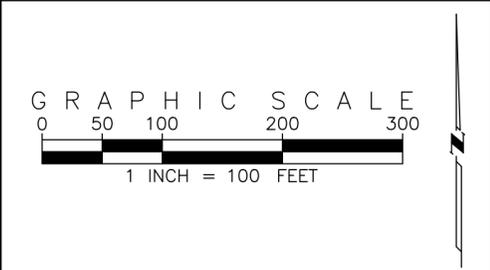
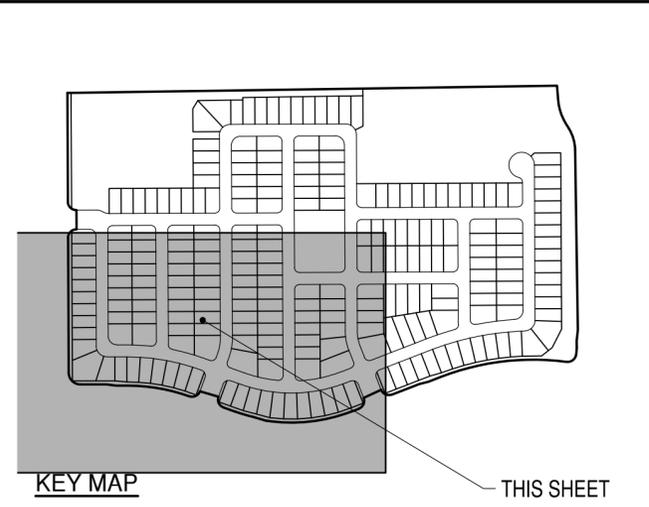
A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH,
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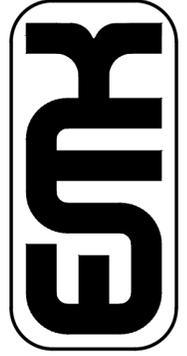
9 OF 36 FOR CONTINUATION SEE SHEET 7



FOR CONTINUATION SEE SHEET 10



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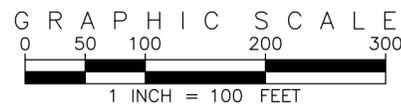
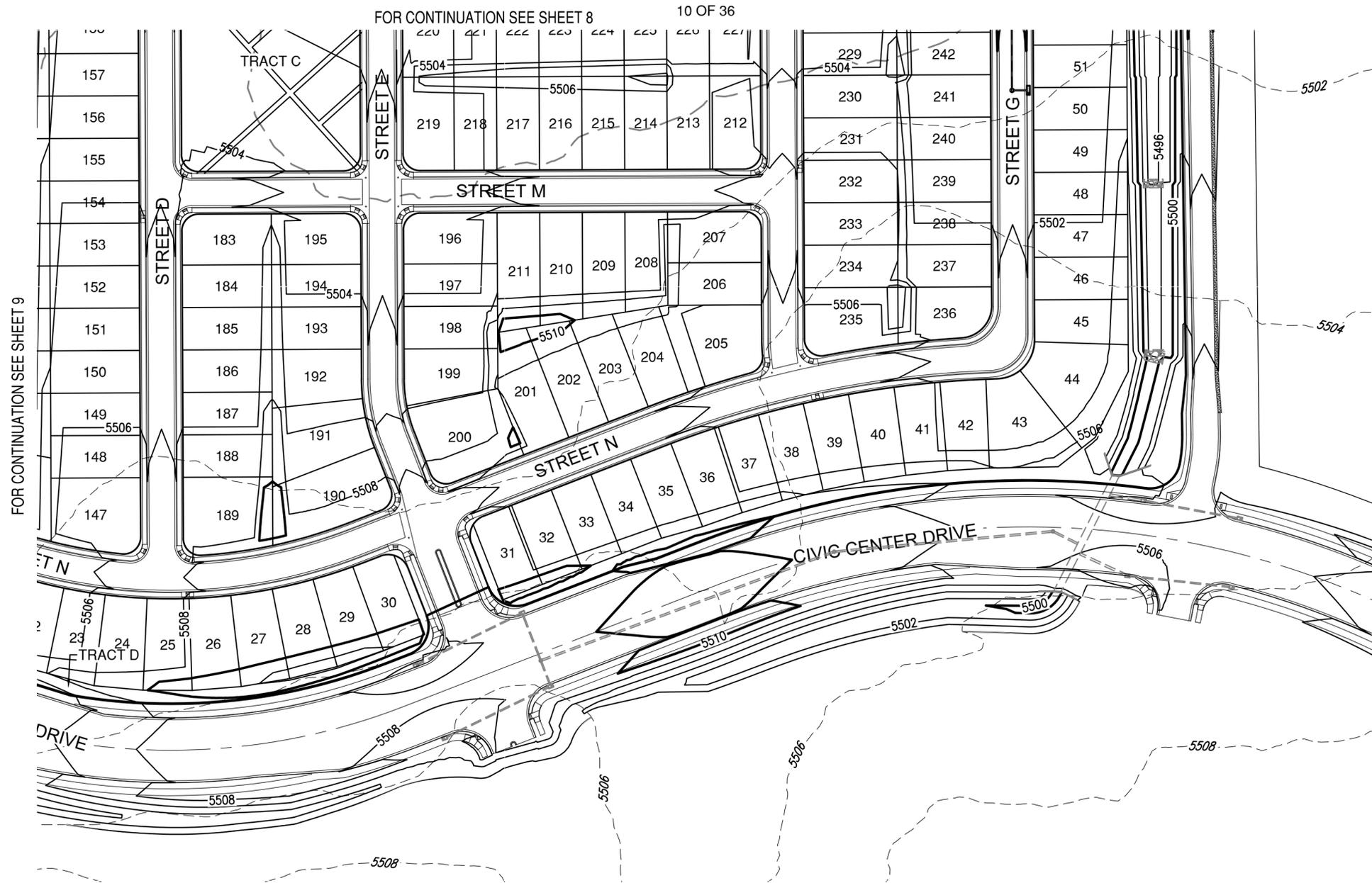
REVISIONS		DESIGNED BY:	DRAWN BY:	CHECKED BY:	APPROVED BY:
NO.	DESCRIPTION	DATE	BY	DATE	BY

MUEGGE FARMS FILING 7	GRADING PLAN
DATE: 07/15/2022	JOB NO: 13301.00
HORIZONTAL SCALE: 1"=100'	VERTICAL SCALE: N/A
9 of 36	

MUEGGE FARMS FILING 7 FINAL DEVELOPMENT PLAN

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH,
RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, COUNTY OF ADAMS,
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BENCHMARK

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ELEVATION = 5522 FEET (NAVD 88 DATUM)

REVISIONS		DESIGNED BY:	DRAWN BY:	CHECKED BY:	APPROVED BY:
NO.	DESCRIPTION	DATE	BY	DATE	BY

MUEGGE FARMS FILING 7

GRADING PLAN

DATE: 07/15/2022

JOB NO: 13301.00

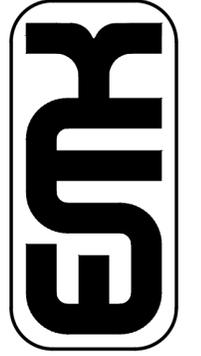
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HORIZONTAL: 1"=100'

VERTICAL: N/A

10 of 36

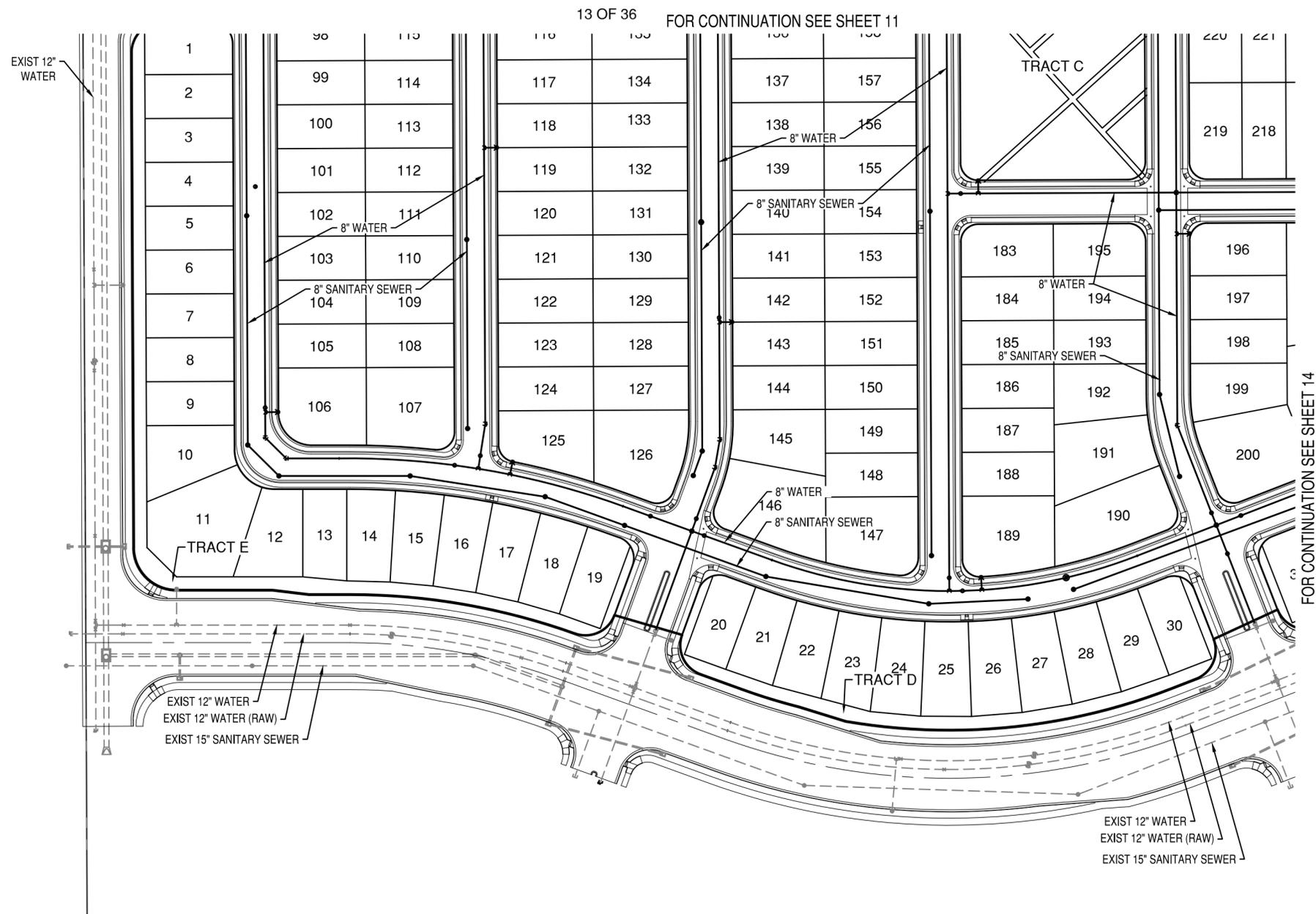
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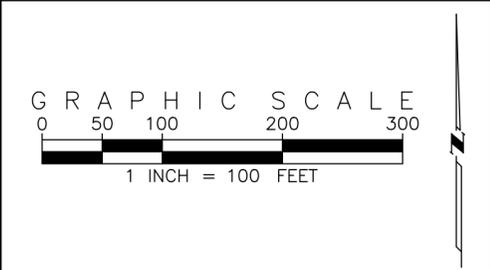
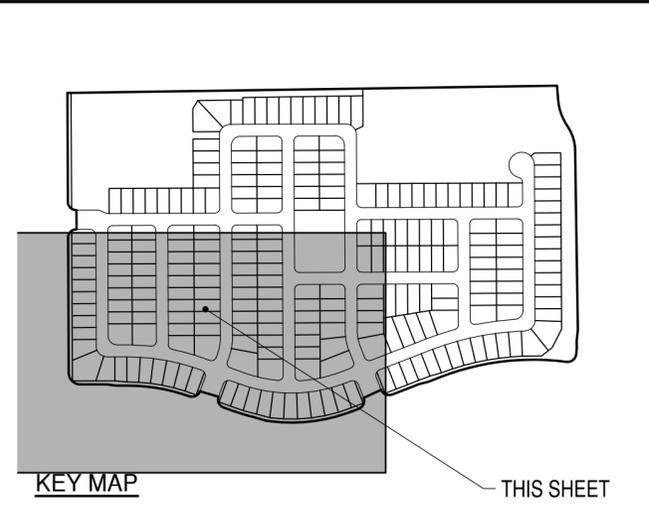
MUEGGE FARMS FILING 7 FINAL DEVELOPMENT PLAN

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH,
RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, COUNTY OF ADAMS,
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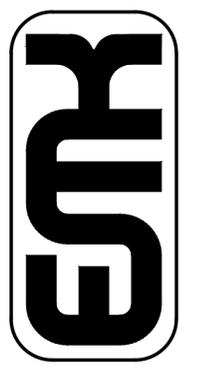


FOR CONTINUATION SEE SHEET 14



BENCHMARK
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NO.	DESCRIPTION	DATE	BY	DATE	BY

MUEGGE FARMS FILING 7	UTILITY PLAN
DATE: 07/15/2022	JOB NO: 13301.00
HORIZONTAL SCALE: 1"=100'	VERTICAL SCALE: N/A
13 of 36	

MUEGGE FARMS FILING 7 FINAL DEVELOPMENT PLAN

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH,
RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, COUNTY OF ADAMS,
STATE OF COLORADO

TOTAL AREA = 2,558,652 SQ. FT. OR 58.739 ACRES MORE OR LESS



GENERAL NOTES

1. THESE PLANS SHALL NOT BE UTILIZED FOR CONSTRUCTION OR PERMITTING UNTIL FINAL APPROVAL BY THE CITY AND STATED FOR SUCH USE IN THE TITLE BLOCK.
2. DRAWINGS ARE INTENDED TO BE PRINTED ON 18" X 24" PAPER. PRINTING THESE DRAWINGS AT A DIFFERENT SIZE WILL IMPACT THE SCALE. VERIFY THE GRAPHIC SCALE BEFORE REFERENCING ANY MEASUREMENTS ON THESE SHEETS. THE RECIPIENT OF THESE DRAWINGS SHALL BE RESPONSIBLE FOR ANY ERRORS RESULTING FROM INCORRECT PRINTING, COPYING, OR ANY OTHER CHANGES THAT ALTER THE SCALE OF THE DRAWINGS.
3. VERIFY ALL PLAN DIMENSIONS PRIOR TO START OF CONSTRUCTION. NOTIFY THE OWNER'S REPRESENTATIVE TO ADDRESS ANY QUESTIONS OR CLARIFY ANY DISCREPANCIES.
4. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
5. SUBMIT A CHANGE ORDER FOR APPROVAL FOR ANY CHANGES TO WORK SCOPE RESULTING FROM FIELD CONDITIONS OR DIRECTION BY OWNER'S REPRESENTATIVE WHICH REQUIRE ADDITIONAL COST TO THE OWNER PRIOR TO PERFORMANCE OF WORK.
6. THE CONTRACTOR SHALL PROVIDE A STAKED LAYOUT OF ALL SITE IMPROVEMENTS FOR INSPECTION BY THE OWNER'S REPRESENTATIVE AND MAKE MODIFICATIONS AS REQUIRED. ALL LAYOUT INFORMATION IS AVAILABLE IN DIGITAL FORMAT FOR USE BY THE CONTRACTOR.
7. IF A GEOTECHNICAL SOILS REPORT IS NOT AVAILABLE AT THE TIME OF CONSTRUCTION, PCS GROUP, INC. RECOMMENDS A REPORT BE AUTHORIZED BY THE OWNER AND THAT ALL RECOMMENDATIONS OF THE REPORT ARE FOLLOWED DURING CONSTRUCTION. THE CONTRACTOR SHALL USE THESE CONTRACT DOCUMENTS AS A BASIS FOR THE BID. IF THE OWNER ELECTS TO PROVIDE A GEOTECHNICAL REPORT, THE CONTRACTOR SHALL REVIEW THE REPORT AND SUBMIT AN APPROPRIATE CHANGE ORDER TO THE OWNER'S REPRESENTATIVE IF ADDITIONAL COSTS ARE REQUESTED.
8. CONTRACTOR SHALL CONFIRM THAT SITE CONDITIONS ARE SIMILAR TO THE PLANS, WITHIN TOLERANCES STATED IN THE CONTRACT DOCUMENTS, AND SATISFACTORY TO THE CONTRACTOR PRIOR TO START OF WORK. SHOULD SITE CONDITIONS BE DIFFERENT THAN REPRESENTED ON THE PLANS OR UNSATISFACTORY TO THE CONTRACTOR, THE CONTRACTOR SHALL CONTACT THE OWNER'S REPRESENTATIVE FOR CLARIFICATION AND FURTHER DIRECTION.
9. CONTRACTOR IS RESPONSIBLE TO PAY FOR, AND OBTAIN, ANY REQUIRED APPLICATIONS, PERMITTING, LICENSES, INSPECTIONS AND METERS ASSOCIATED WITH WORK.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO ANY VIOLATIONS OR NON-CONFORMANCE WITH THE PLANS, SPECIFICATIONS, CONTRACT DOCUMENTS, JURISDICTIONAL CODES AND REGULATORY AGENCIES.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF ALL UTILITY LOCATES PRIOR TO ANY EXCAVATION. REFER TO ENGINEERING UTILITY PLANS FOR ALL PROPOSED UTILITY PLAN LOCATIONS AND DETAILS. NOTIFY OWNER'S REPRESENTATIVE IF EXISTING OR PROPOSED UTILITIES INTERFERE WITH THE ABILITY TO PERFORM THE WORK.
12. THE CONTRACTOR IS RESPONSIBLE FOR THE COST TO REPAIR UTILITIES, ADJACENT OR EXISTING LANDSCAPE, ADJACENT OR EXISTING PAVING, OR ANY PUBLIC AND PRIVATE PROPERTY THAT IS DAMAGED BY THE CONTRACTOR OR THEIR SUBCONTRACTOR'S OPERATIONS DURING INSTALLATION, ESTABLISHMENT OR DURING THE SPECIFIED MAINTENANCE PERIOD. ALL DAMAGES SHALL BE REPAIRED TO PRE-CONSTRUCTION CONDITIONS AS DETERMINED BY THE OWNER'S REPRESENTATIVE. CONTRACTOR SHALL BE RESPONSIBLE FOR LOGGING ANY DAMAGES PRIOR TO START OF CONSTRUCTION AND DURING THE CONTRACT PERIOD.
13. ALL WORK SHALL BE CONFINED TO THE AREA WITHIN THE CONSTRUCTION LIMITS AS SHOWN ON THE PLANS. ANY AREAS OR IMPROVEMENTS DISTURBED OUTSIDE THESE LIMITS SHALL BE RETURNED TO THEIR ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE. IN THE EVENT THE CONTRACTOR REQUIRES A MODIFICATION TO THE CONSTRUCTION LIMITS, WRITTEN PERMISSION MUST BE OBTAINED FROM THE OWNER'S REPRESENTATIVE PRIOR TO ANY DISTURBANCE OUTSIDE OF THE LIMITS OF WORK.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY OF THEIR TRENCHES OR EXCAVATIONS THAT SETTLE.
15. THE CONTRACTOR SHALL BE RESPONSIBLE TO PREPARE AND SUBMIT A TRAFFIC CONTROL PLAN TO THE APPROPRIATE JURISDICTIONAL AGENCIES AND THE OWNER'S REPRESENTATIVE IF THEIR WORK AND OPERATIONS AFFECT OR IMPACT THE PUBLIC RIGHTS-OF-WAY. OBTAIN APPROVAL PRIOR TO ANY WORK WHICH AFFECTS OR IMPACTS THE PUBLIC RIGHTS-OF-WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THIS REQUIREMENT DURING THE CONTRACT PERIOD.
16. SIGHT TRIANGLES AND SIGHT LINES SHALL REMAIN UNOBSTRUCTED BY EQUIPMENT, CONSTRUCTION MATERIALS, PLANT MATERIAL OR ANY OTHER VISUAL OBSTACLE DURING THE CONTRACT PERIOD AND AT MATURITY OF PLANTS PER LOCAL JURISDICTIONAL REQUIREMENTS. NO PLANT MATERIAL OTHER THAN GROUND COVER IS ALLOWED TO BE PLANTED ADJACENT TO FIRE HYDRANTS AS STIPULATED BY JURISDICTIONAL REQUIREMENTS.
17. COORDINATE SITE ACCESS, STAGING, STORAGE AND CLEANOUT AREAS WITH OWNER'S REPRESENTATIVE.
18. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY SAFETY FENCING AND BARRIERS AROUND ALL IMPROVEMENTS SUCH AS WALLS, PLAY STRUCTURES, EXCAVATIONS, ETC. ASSOCIATED WITH THEIR WORK UNTIL SUCH FACILITIES ARE COMPLETELY INSTALLED PER THE PLANS, SPECIFICATIONS AND MANUFACTURER'S RECOMMENDATIONS.
19. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF THEIR MATERIAL STOCK PILES AND WORK FROM VANDALISM, EROSION OR UNINTENDED DISTURBANCE DURING THE CONSTRUCTION PERIOD AND UNTIL FINAL ACCEPTANCE IS ISSUED.
20. THE CONTRACTOR SHALL KNOW, UNDERSTAND AND ABIDE BY ANY STORM WATER POLLUTION PREVENTION PLAN (SWPPP) ASSOCIATED WITH THE SITE. IF A STORM WATER POLLUTION PREVENTION PLAN IS NOT PROVIDED BY THE OWNER'S REPRESENTATIVE, REQUEST A COPY BEFORE PERFORMANCE OF ANY SITE WORK.
21. MAINTAIN ANY STORM WATER MANAGEMENT FACILITIES THAT EXIST ON SITE FOR FULL FUNCTIONALITY. THE CONTRACTOR SHALL INSTALL AND MAINTAIN ANY NEW STORM WATER MANAGEMENT FACILITIES THAT ARE IDENTIFIED IN THE SCOPE OF WORK TO FULL FUNCTIONALITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER FOR FAILURE TO MAINTAIN STORM WATER MANAGEMENT FACILITIES DURING THE CONTRACT PERIOD.
22. THE CONTRACTOR SHALL PREVENT SEDIMENT, DEBRIS AND ALL OTHER POLLUTANTS FROM EXITING THE SITE OR ENTERING THE STORM SEWER SYSTEM DURING ALL DEMOLITION OR CONSTRUCTION OPERATIONS THAT ARE PART OF THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THESE REQUIREMENTS DURING THEIR CONTRACTED COURSE OF WORK.
23. THE CONTRACTOR SHALL BE RESPONSIBLE TO PREVENT ANY IMPACTS TO ADJACENT WATERWAYS, WETLANDS, OR OTHER ENVIRONMENTALLY SENSITIVE AREAS RESULTING FROM WORK DONE AS PART OF THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THESE STANDARDS DURING THEIR CONTRACTED COURSE OF WORK.
24. THE CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL INSURE THAT ALL LOADS OF CONSTRUCTION MATERIAL IMPORTED TO OR EXPORTED FROM THE PROJECT SITE SHALL BE PROPERLY COVERED TO PREVENT LOSS OF MATERIAL DURING TRANSPORT. TRANSPORTATION METHODS ON PUBLIC RIGHT-OF-WAYS SHALL CONFORM TO JURISDICTIONAL REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THESE REQUIREMENTS.
25. THE CLEANING OF EQUIPMENT IS PROHIBITED AT THE JOB SITE UNLESS AUTHORIZED BY THE OWNER'S REPRESENTATIVE IN A DESIGNATED AREA. THE DISCHARGE OF WATER, WASTE CONCRETE, POLLUTANTS, OR OTHER MATERIALS SHALL ONLY OCCUR IN AREAS DESIGNED FOR SUCH USE AND APPROVED BY THE OWNER'S REPRESENTATIVE.
26. THE DISCHARGE OF WATER CONTAINING WASTE CONCRETE IN THE STORM SEWER IS PROHIBITED.
27. OPEN SPACE SWALES: IF SWALES ARE EXISTING ON SITE AND ARE NOT INTENDED TO BE MODIFIED AS PART OF THE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN THE CONVEYANCE OF WATER WITHIN THE SWALES DURING THE CONTRACT PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DIVERSION OR PUMPING OF WATER IF REQUIRED TO COMPLETE WORK. ANY SWALES DISTURBED BY THE CONTRACTOR SHALL BE REPAIRED/RESTORED TO THEIR ORIGINAL CONDITION. IF THE SWALE NEEDS TO BE DISTURBED OR MODIFIED FOR ANY REASON, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO DISTURBANCE.
28. DETENTION AND WATER QUALITY PONDS: IF DETENTION PONDS AND WATER QUALITY PONDS ARE EXISTING ON SITE AND ARE NOT INTENDED TO BE MODIFIED AS PART OF THE PLANS, THE CONTRACTOR SHALL MINIMIZE DISTURBANCE TO THE PONDS, DRAINAGE STRUCTURES AND SPILLWAYS DURING CONSTRUCTION. ALL PONDS DRAINAGE STRUCTURES AND SPILLWAYS SHALL BE MAINTAINED IN OPERABLE CONDITIONS AT ALL TIMES. ANY POND OR SPILLWAY AREAS DISTURBED BY THE CONTRACTOR SHALL BE REPAIRED/RESTORED TO THEIR ORIGINAL CONDITION. IF THE POND NEEDS TO BE DISTURBED OR MODIFIED FOR ANY REASON, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO DISTURBANCE.
29. MAINTENANCE ACCESS BENCHES: IF MAINTENANCE BENCHES OR ACCESS ROADS EXIST ON SITE AND ARE NOT INTENDED TO BE MODIFIED AS PART OF THE PLANS, THE CONTRACTOR SHALL MINIMIZE DISTURBANCE TO THE BENCHES OR ACCESS ROADS DURING CONSTRUCTION. ANY BENCHES OR ACCESS ROADS DISTURBED BY THE CONTRACTOR SHALL BE REPAIRED/RESTORED TO THEIR ORIGINAL CONDITION. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING BENCHES AND ACCESS ROADS DURING THE CONSTRUCTION PERIOD. IF ACCESS NEEDS TO BE BLOCKED FOR ANY REASON, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO INTERRUPTION OF ACCESS.
30. LOCAL, STATE AND FEDERAL JURISDICTIONAL REQUIREMENTS, RESTRICTIONS OR PROCEDURES SHALL SUPERSEDE THESE PLANS, NOTES AND SPECIFICATIONS WHEN MORE STRINGENT. NOTIFY THE OWNER'S REPRESENTATIVE IF CONFLICTS OCCUR.
31. SPECIFICATIONS ARE SHOWN TO INDICATE THE DESIGN INTENT. SUBSTITUTES FOR ALL MATERIALS AND FINISHES MAY BE CONSIDERED IF THEY MATCH THE APPEARANCE, QUALITY, AND GENERAL SPECIFICATIONS AS PRODUCTS SHOWN ON THIS SHEET AND SUBSEQUENT DETAILS. ALL MATERIALS AND FINISHES WILL REQUIRE A SAMPLE (OR DATA SHEET) TO BE SUBMITTED FOR FINAL REVIEW AND APPROVAL BY THE OWNER'S REPRESENTATIVE, PRIOR TO INSTALLATION. SUBSTITUTIONS WILL BE CONSIDERED.
32. PROPOSED GRADING IS BASED ON EXISTING TOPOGRAPHY BASE FILES PROVIDED BY OTHERS. PCS GROUP ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE GRADING INFORMATION OR AS-BUILT CONDITIONS. THE CONTRACTOR SHALL ACCEPT FINAL GRADING PRIOR TO COMMENCING WORK AND SHALL NOTIFY THE OWNER AND LANDSCAPE ARCHITECT OF ANY DISCREPANCIES BETWEEN THE ACTUAL GRADING CONDITIONS AND PROPOSED DESIGN PRIOR TO BEGINNING WORK.

DESIGNED BY:	MLH	DRAWN BY:	MLH	CHECKED BY:	PS	APPROVED BY:	REVISIONS							
							NO.	DESCRIPTION	DATE	BY				

MUEGGE FARMS FILING 7

LANDSCAPE GENERAL NOTES

DATE: 07/15/2022

JOB NO: 13301.00

SCALE
HORIZONTAL N/A VERTICAL N/A

MUEGGE FARMS FILING 7 FINAL DEVELOPMENT PLAN

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH,
RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, COUNTY OF ADAMS,
STATE OF COLORADO

TOTAL AREA = 2,558,652 SQ. FT. OR 58.739 ACRES MORE OR LESS



LEGEND	
	PROPERTY BOUNDARY
	LOT LINE
	3-RAIL FENCE

1 OVERALL LANDSCAPE SITE PLAN
 Scale: 1"= 150'-0"



DESIGNED BY:	MLH	DRAWN BY:	MLH	CHECKED BY:	PS	APPROVED BY:	REVISIONS		
							NO.	DESCRIPTION	DATE

MUEGGE FARMS FILING 7
 OVERALL LANDSCAPE
 SITE PLAN

MUEGGE FARMS FILING 7 FINAL DEVELOPMENT PLAN

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH,
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KEY MAP
SCALE: NTS

Accomodate on-street parking

On-street parking has been accommodated. Per civil plan.

Accomodate on-street parking

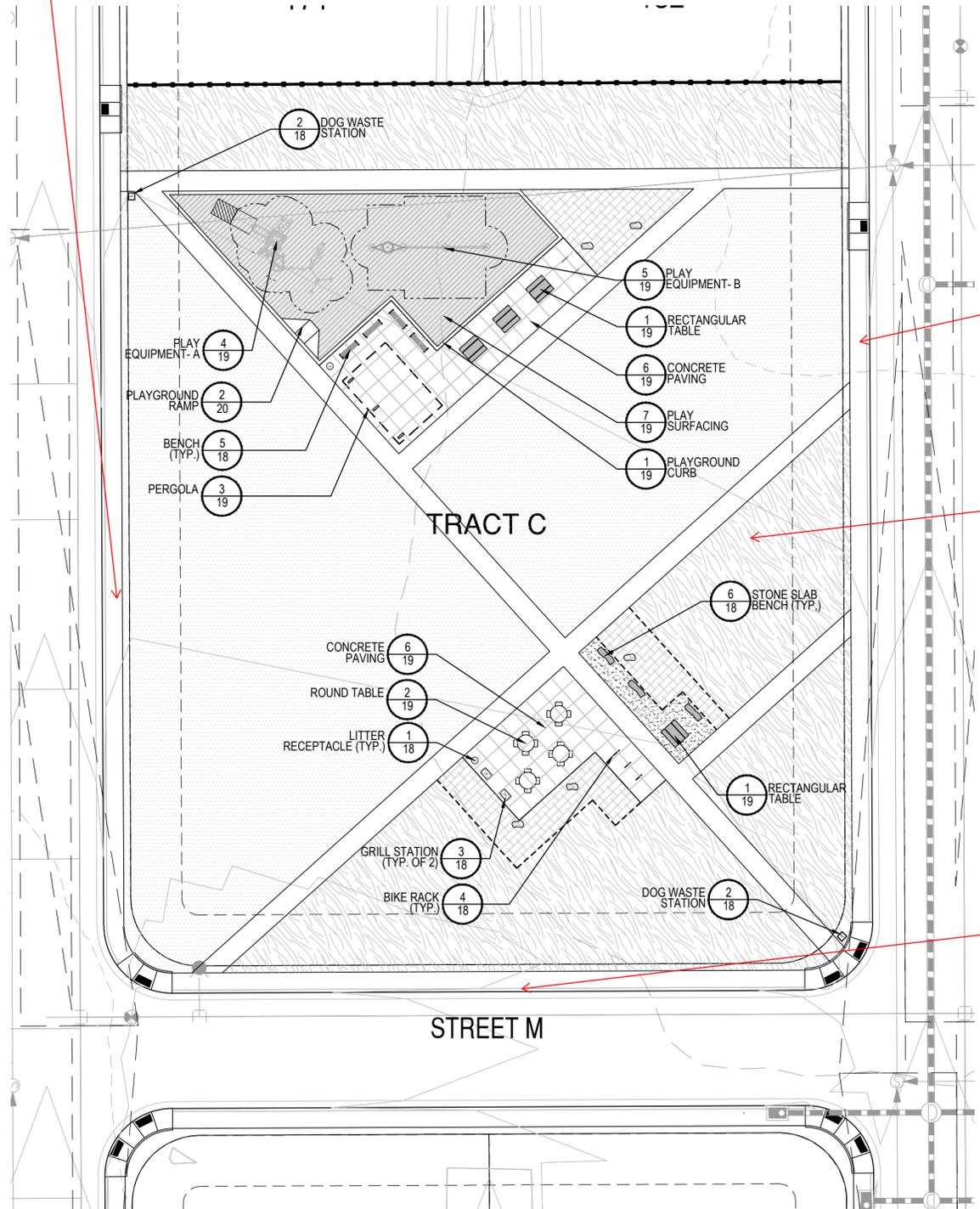
On-street parking has been accommodated. Per civil plan.

Low grow seed mix must be irrigated. Confirm.

Low grow seed mix will be irrigated. A note has been added to the plans to signify this intention.

Accomodate on-street parking

On-street parking has been accommodated. Per civil plan.



LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- 3-RAIL FENCE
- STEEL EDGER
- 2'-3' BOULDER
- CRUSHER FINES
- FIBAR
- LOW GROW SEED MIX
- SHREDDED BROWN MULCH
- DROUGHT TOLERANT SOD

1 PARK ENLARGEMENT
Scale: 1"= 30'-0"



NO.	DESCRIPTION	REVISIONS	
		DATE	BY

DESIGNED BY: MLH
DRAWN BY: MLH
CHECKED BY: PS
APPROVED BY: PS

MUEGGE FARMS FILING 7
PARK SITE PLAN

DATE: 07/15/2022
JOB NO: 13301.00
SCALE
HORIZONTAL: N/A
VERTICAL: N/A
17 of 36

MUEGGE FARMS FILING 7 FINAL DEVELOPMENT PLAN

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH,
RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, COUNTY OF ADAMS,
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DUMOR
W: WWW.DUMOR.COM
P: 800-598-4018

MODEL: RECEPTACLE 474
COLOR: TBD
TYPE: STEEL
COVER: BT
ATTACHMENT: SURFACE MOUNT
INSTALL PER MANUFACTURER'S SPECS

CONTACT: ROCKY MOUNTAIN RECREATION
PHONE: 303.783.1452
WWW.RMREC.COM



MADE IN THE SCHADE
PHONE: 888.6703721
WWW.MADEINTHESCHADE.COM

PET WASTE STATION BY DOG ON IT PARKS
MODEL: 7408-R, COMPLETE DOG WASTE
STATION WITH ROLL DISPENSER, GREEN, OR
APPROVED EQUAL.
INSTALL PER MANUFACTURER'S SPECS



DUMOR
W: WWW.DUMOR.COM
P: 800-598-4018

DUAL-LEVEL GRILL
MODEL: 24-00, OR APPROVED EQUAL.
INSTALL PER MANUFACTURER'S SPECS

CONTACT: ROCKY MOUNTAIN RECREATION
PHONE: 303.783.1452
WWW.RMREC.COM

1 LITTER RECEPTACLE

Scale: NTS

2 DOG WASTE STATION

Scale: NTS

3 GRILL STATION

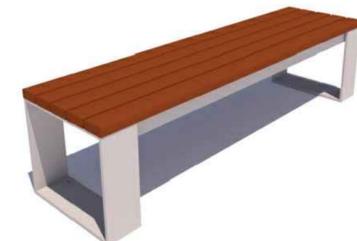
Scale: NTS



DUMOR
W: WWW.DUMOR.COM
P: 800-598-4018

MODEL: RECEPTACLE 474
COLOR: TBD
TYPE: STEEL
ATTACHMENT: SURFACE MOUNT
INSTALL PER MANUFACTURER'S SPECS

CONTACT: ROCKY MOUNTAIN RECREATION
PHONE: 303.783.1452
WWW.RMREC.COM



DUMOR
W: WWW.DUMOR.COM
P: 800-598-4018

MODEL: 523 BENCH
COLOR: TBD
TYPE: STEEL
ATTACHMENT: SURFACE MOUNT
INSTALL PER MANUFACTURER'S SPECS

CONTACT: ROCKY MOUNTAIN RECREATION
PHONE: 303.783.1452
WWW.RMREC.COM



LYONS SANDSTONE OR APPROVED EQUAL
W: WWW.LYONSSANDSTONE.COM
P: 303-823-5659

MODEL: SANDSTONE SLAB
ATTACHMENT: TBD

4 BIKE RACK

Scale: NTS

5 BENCH

Scale: NTS

6 STONE SLAB BENCH

Scale: NTS

REVISIONS	NO.	DESCRIPTION	DATE BY	
			DATE	BY

DESIGNED BY: MLH
DRAWN BY: MLH
CHECKED BY: PS
APPROVED BY:

MUEGGE FARMS FILING 7
SITE DETAILS

DATE: 07/15/2022

JOB NO: 13301.00

SCALE
HORIZONTAL: N/A
VERTICAL: N/A

MUEGGE FARMS FILING 7 FINAL DEVELOPMENT PLAN

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH,
RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, COUNTY OF ADAMS,
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DUMOR
W: WWW.DUMOR.COM
P: 800-598-4018

MODEL: RECEPTACLE 474
COLOR: TBD
TYPE: STEEL
COVER: BT
ATTACHMENT: SURFACE MOUNT
INSTALL PER MANUFACTURER'S SPECS

CONTACT: ROCKY MOUNTAIN RECREATION
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WWW.RMREC.COM



DUMOR
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P: 800-598-4018

MODEL: RECEPTACLE 474
COLOR: TBD
TYPE: STEEL
COVER: BT
ATTACHMENT: SURFACE MOUNT
INSTALL PER MANUFACTURER'S SPECS

CONTACT: ROCKY MOUNTAIN RECREATION
PHONE: 303.783.1452
WWW.RMREC.COM



ICON SHELTERS
W: WWW.ICONSHELTERS.COM
P: 800-748-0985

MODEL: TBD
COLOR: TBD
ATTACHMENT: SURFACE MOUNT
INSTALL PER MANUFACTURER'S SPECS

1

RECTANGULAR TABLE

Scale: NTS

2

ROUND TABLE

Scale: NTS

3

PERGOLA

Scale: NTS



BURKE
W: WWW.BCIBURKE.COM
P: 800-266-1250

MODEL: TBD
COLOR: TBD
INSTALL PER MANUFACTURER'S SPECS



BURKE
W: WWW.BCIBURKE.COM
P: 800-266-1250

MODEL: TBD
COLOR: TBD
INSTALL PER MANUFACTURER'S SPECS

4

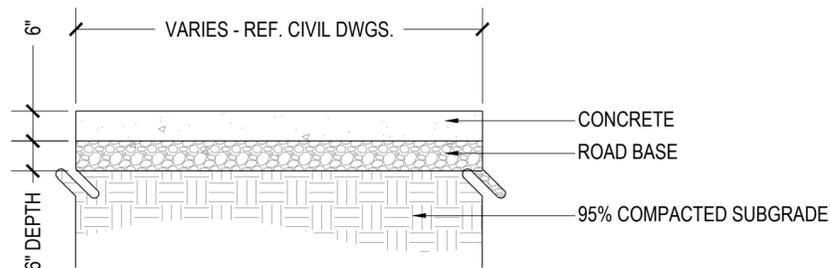
PLAY EQUIPMENT - A

Scale: NTS

5

PLAY EQUIPMENT - B

Scale: NTS



NOTES:

1. EXPANSION JOINTS TO BE EVERY 50' ALONG SIDEWALK AND AS ILLUSTRATED ON PLANS AND DETAILS.
3. CONCRETE COLOR: STANDARD GRAY, FINISH: MEDIUM BROOM
4. CONTROL JOINTS TO BE EVERY 4' ALONG SIDEWALK, UNLESS ILLUSTRATED ON PLANS.
5. REFERENCE GEOTECH REPORT FOR FURTHER SPECIFICS FOR APPROVED CONCRETE MIX AND THICKNESS/DEPTH.
6. DETAIL FOR REFERENCE ONLY.



ZEAGER BROS INC.
W: WWW.ZEAGER.COM
P: 800-346-8524

MODEL: WOODCARPET SYSTEM 11 OR
APPROVED EQUAL
COLOR: TBD
INSTALL PER MANUFACTURER'S SPECS

6

CONCRETE PAVING

Scale: NTS

7

PLAYGROUND SURFACING

Scale: NTS

REVISIONS	NO.	DESCRIPTION	DATE BY	

DESIGNED BY: MLH
DRAWN BY: MLH
CHECKED BY: PS
APPROVED BY:

MUEGGE FARMS FILING 7

SITE DETAILS

DATE: 07/15/2022

JOB NO: 13301.00

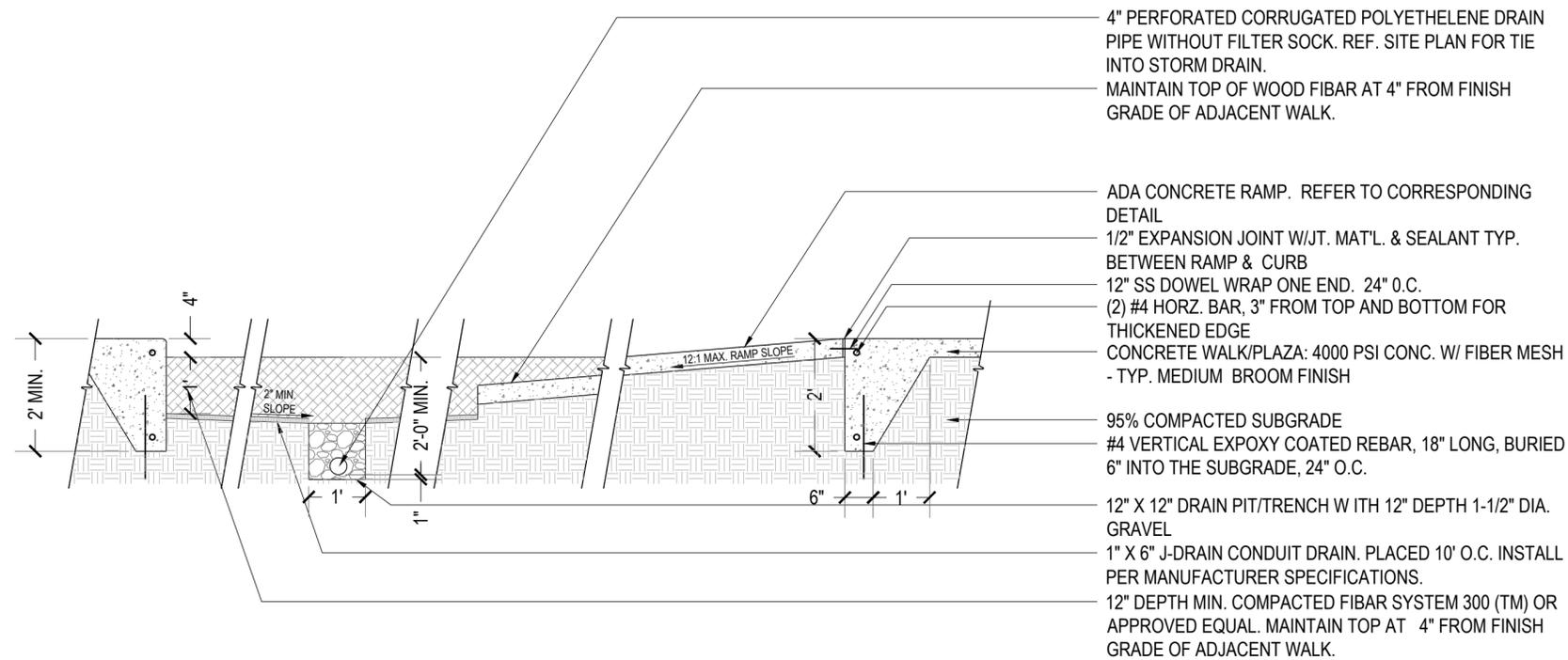
SCALE
HORIZONTAL N/A VERTICAL N/A

19 of 36

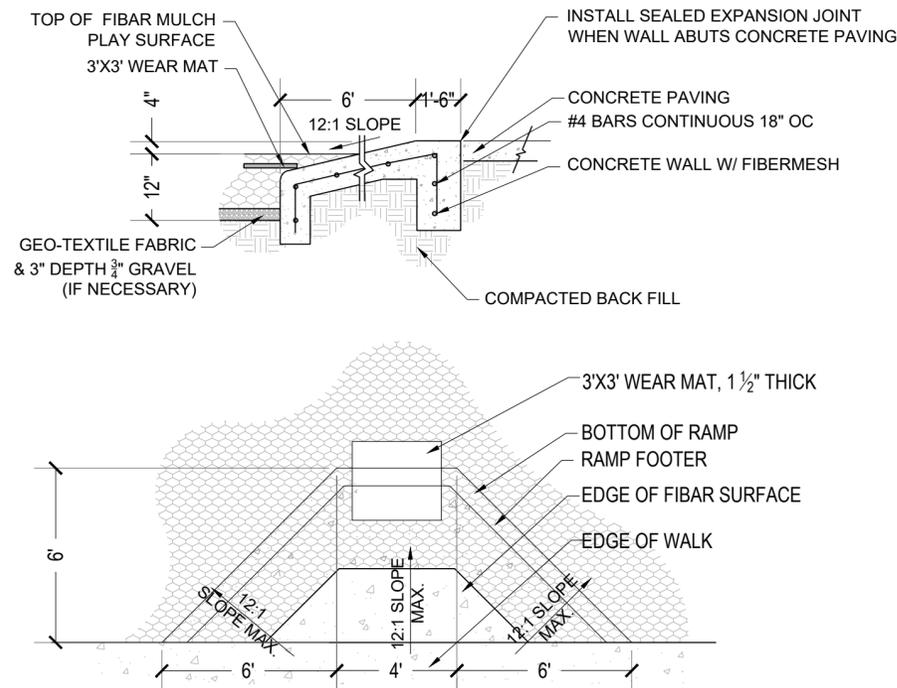
MUEGGE FARMS FILING 7 FINAL DEVELOPMENT PLAN

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RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, COUNTY OF ADAMS,
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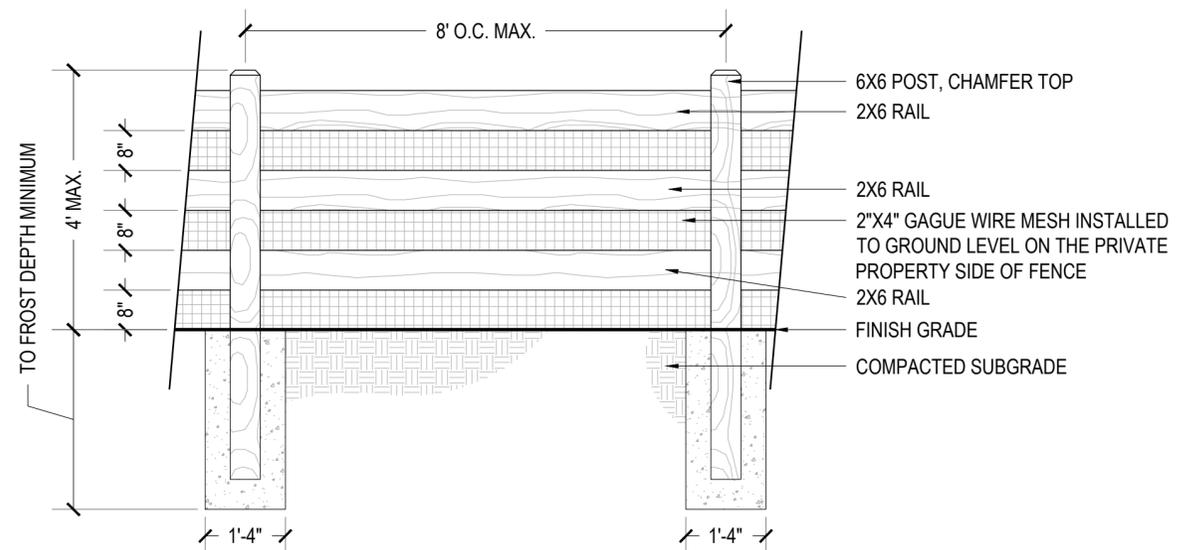


1 PLAYGROUND CURB
Scale: NTS



2 PLAYGROUND RAMP
Scale: NTS

NOTES:
1. ALL MEMBERS TO BE A CEDAR.
2. 3-RAIL FENCE TO NOT BE LOCATED IN FRONT YARDS



3 3-RAIL FENCE
Scale: NTS

REVISIONS		DATE	BY
NO.	DESCRIPTION		

DESIGNED BY: MLH
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APPROVED BY:

MUEGGE FARMS FILING 7
SITE DETAILS

DATE: 07/15/2022
JOB NO: 13301.00
SCALE
HORIZONTAL N/A VERTICAL N/A
20 of 36

MUEGGE FARMS FILING 7 FINAL DEVELOPMENT PLAN

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH,
RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, COUNTY OF ADAMS,
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LANDSCAPE NOTES

1. ALL WORK SHALL CONFORM TO LOCAL CITY AND COUNTY CODES. CONTRACTOR SHALL VERIFY LOCATION OF ALL UNDERGROUND UTILITIES, LINES AND STRUCTURES PRIOR TO EXCAVATION OR TRENCHING. DAMAGE TO THESE UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER OR LANDSCAPE ARCHITECT.
2. PLANT QUANTITIES TO BE BASED ON CONTRACTOR'S ESTIMATE ACCORDING TO PLANS, WHICH ARE SUBJECT TO APPROVAL BY LANDSCAPE ARCHITECT.
3. GRAPHIC SYMBOLS PRESIDE OVER WRITTEN PLANT QUANTITIES, (IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN GRAPHIC AND LANDSCAPE LEGEND, THE PLANT MATERIAL QUANTITY AS DETERMINED BY THE PLAN GRAPHIC SHALL TAKE PRECEDENCE.)
4. ALL TREE AND SHRUB LOCATIONS SHALL BE STAKED BY THE CONTRACTOR AND APPROVED BY THE OWNER, OR LANDSCAPE ARCHITECT.
5. PLANT SUBSTITUTIONS WILL NOT BE PERMITTED WITHOUT APPROVAL BY THE OWNER OR LANDSCAPE ARCHITECT.
6. WINTER PROTECTION AND WATERING OF TREES SHALL BE PROVIDED WHEN NECESSARY TO MAINTAIN THE HEALTH AND SURVIVAL OF PLANT MATERIAL.
7. SOD TO BE DROUGHT TOLERANT 80/20 FESCUE AND BLUEGRASS MIX AND COME FROM A SINGLE GROWER.
8. ALL SHRUB BEDS SHALL RECEIVE WOOD MULCH TO A DEPTH OF 3 INCHES MINIMUM WITH NO LANDSCAPE FABRIC.
9. ALL WOOD MULCH TO BE SHREDDED BROWN GORILLA HAIR MULCH.
10. ALL TREE RINGS TO BE MULCHED WITH WOOD MULCH TO A DEPTH OF 3 INCHES MINIMUM WITH NO LANDSCAPE FABRIC.
11. FOR TREES IN SOD OR NATIVE GRASS, ALLOW A 6' DIAMETER BED WITHOUT SOD AROUND ROOT COLLAR. APPLY 3" DEPTH OF WOOD MULCH OVER 2' DIAMETER BED FOLLOWING SOD INSTALLATION.
12. ALL SHRUB AND SOD AREAS SHALL BE AMENDED PER SOILS TEXT RESULTS.
13. PLANTS SHALL BE INSTALLED IMMEDIATELY UPON DELIVERY TO SITE. IF THIS IS NOT POSSIBLE, PLANTS SHALL BE HEELED IN AND WATERED TO PREVENT DEHYDRATION.
14. PLANTING PITS SHALL BE EXCAVATED TO A MINIMUM OF TWICE THE WIDTH OF THE ROOTBALL. DO NOT DISTURB SOIL AT THE BOTTOM OF PIT BUT SCARIFY SIDES TO PREVENT GLAZING.
15. PLANTS SHOULD BE THOROUGHLY WATERED IMMEDIATELY AFTER PLANTING, ALLOWING WATER TO SOAK DOWN AND FILL REMAINDER OF HOLE WITH LOOSE SOIL. WITHOUT FURTHER PACKING, A MOUND OF SOIL SHALL BE FORMED AROUND THE EDGE OF EACH TREE PIT TO FORM A SHALLOW SAUCER.
16. AFTER PLANT INSTALLATION, ALL PLANT MATERIAL SHALL BE PLACED WITH THEIR ROOT COLLARS SLIGHTLY HIGHER THAN FINISH GRADE. (3" HIGHER FOR TREES.)
17. LANDSCAPING SHALL BE PLANTED AND MAINTAINED BY THE OWNER, SUCCESSOR, AND/OR ASSIGNS. SHOULD ANY PLANT MATERIAL DIE, IT SHALL BE REPLACED WITH SIMILAR PLANT MATERIAL WITHIN ONE PLANTING SEASON.
18. LANDSCAPE MAINTENANCE AND REPLACEMENT: THE PROPERTY OWNER SHALL MAINTAIN THE LANDSCAPING PLAN AS ORIGINALLY APPROVED, AND PROVIDE FOR REPLACEMENT
19. ALL LANDSCAPE SHOWN ON THESE PLANS SHALL BE MAINTAINED IN A NEAT AND ADEQUATE MANNER. REQUIRED MAINTENANCE ACTIVITIES SHALL INCLUDE, BUT NOT BE LIMITED TO TRIMMING OF HEDGES, ADEQUATE IRRIGATION, REPLACEMENT OF DEAD, DISEASED OR UNSIGHTLY LANDSCAPING, REMOVAL OF WEEDS FROM PLANTING AREAS, AND APPROPRIATE PRUNING OF PLANT MATERIALS.
20. THE CONTRACTOR SHALL STAKE OUT ALL KEY AREAS INCLUDING BUT NOT LIMITED TO SIDE WALKS, STEEL EDGING, PLANT BEDS, TREE AND SHRUB LOCATIONS AND OBTAIN APPROVAL BY THE LANDSCAPE ARCHITECT OR DEVELOPER (MAKING MODIFICATIONS AS MAY BE REQUIRED AT NO ADDITIONAL COST), PRIOR TO PROCEEDING WITH THE CONSTRUCTION.
21. SOIL BACKFILL MIXTURE FOR ALL PERENNIAL BEDS SHALL BE 1/3 COW MANURE, 1/3 IMPORTED TOPSOIL, AND 1/3 ON-SITE SOIL.
22. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND BASE HIS BID ON ACTUAL ON-SITE CONDITIONS AND MEASUREMENTS. ANY DISCREPANCIES, ERRORS OR OMISSIONS ON THE CONSTRUCTION DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT MANAGER. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL REVISIONS DUE TO FAILURE TO GIVE SUCH NOTICE.
23. THE CONTRACTOR SHALL RESTORE ANY AND ALL DAMAGE DUE TO HIS CONSTRUCTION OPERATIONS TO THEIR ORIGINAL STATE AT HIS EXPENSE.
24. IF ANY TRANSFORMERS, GROUND-MOUNTED HVAC UNITS, UTILITY PEDESTALS AND SIMILAR FEATURES ARE NOT SHOWN ON THE SIP, ADDITIONAL LANDSCAPING AND SCREENING MAY BE REQUIRED BASED UPON FIELD CONDITIONS DURING THE SITE INSPECTION PRIOR TO ISSUANCE OF THE CERTIFICATE OF OCCUPANCY, OR FINAL INSPECTION AS APPLICABLE.
25. NO CONSTRUCTION ACCESS, ACTIVITY, OR STORAGE OF MATERIALS / DEBRIS / EQUIPMENT IS PERMITTED WITHIN TREE PROTECTION ZONES, INCLUDING GRADING, INSTALLATION OF UNDERGROUND UTILITIES, INSTALLATION OF SITE IMPROVEMENTS, AND / OR GRUBBING. ALL CONSTRUCTION ACTIVITY MUST OCCUR OUTSIDE TREE PROTECTION ZONES.
26. ALL EXISTING GRADES WITHIN TREE PROTECTION ZONES (TPZ) BOUNDARIES MUST REMAIN AS-IS. ALL PROPOSED GRADE CHANGES MUST OCCUR ENTIRELY OUTSIDE TPZ BOUNDARIES.
27. ALL PLANTS INSTALLED SHALL FOLLOW THE PLANT SCHEDULE, INSTALLATION INSTRUCTIONS AND THE LANDSCAPE DRAWINGS ON THE APPROVED LANDSCAPE PLAN INCLUDED IN THIS SITE IMPROVEMENT PLAN. ANY CHANGES TO THE APPROVED LANDSCAPE PLAN, TO INCLUDE PLANT SUBSTITUTIONS, MUST BE APPROVED BY THE CITY IN ADVANCE OF INSTALLATION.
28. ALL MULCH AND/OR ROCK MULCH SHALL BE INSTALLED AND MAINTAINED TO THE DEPTH(S) PROVIDED ON THE APPROVED LANDSCAPE PLAN INCLUDED IN THIS SITE IMPROVEMENT PLAN.
29. ROCK MULCH TO BE INSTALLED AT A MINIMUM DEPTH OF 3" WITH AN APPROVED LANDSCAPE FABRIC.
30. ORGANIC MULCH SHALL NOT BE PLACED WITHIN SIX (6) FEET OF STORM INLETS.
31. THE USE OF IMPERMEABLE SHEET PLASTIC AS A WEED BARRIER IS PROHIBITED.

SEEDING AND MULCHING INSTALLATION NOTES:

1. SEE PLAN FOR:
 - AREAS OF SEEDING AND MULCHING
 - TYPE OF SEED
 - SEE LANDSCAPE SCHEDULE AND DETAILS SHEET FOR SPECIFICS ON SEEDING MIX.
2. ALL SEED MIXES SHALL BE FREE FROM SUCH NOXIOUS SEEDS SUCH AS RUSSIAN OR CANADIAN THISTLE, COARSE FESCUE, EUROPEAN BINDWEED, JOHNSON GRASS, KNAP WEED AND LEAFY SPURGE.
3. THE SEEDER SHALL FURNISH TO THE CONTRACTOR A SIGNED STATEMENT CERTIFYING THAT THE SEED FURNISHED IS FROM A LOT THAT HAS BEEN TESTED BY A RECOGNIZED LABORATORY. SEED WHICH HAS BECOME WET, MOLDY, OR OTHERWISE DAMAGED IN TRANSIT OR IN STORAGE WILL NOT BE ACCEPTABLE.
4. IF THE SEED AVAILABLE ON THE MARKET DOES NOT MEET THE MINIMUM PURITY AND GERMINATION PERCENTAGES SPECIFIED, THE CONTRACTOR MUST COMPENSATE FOR A LESSER PERCENTAGE OF PURITY OR GERMINATION BY FURNISHING SUFFICIENT ADDITIONAL SEED TO EQUAL THE SPECIFIED PRODUCT.
5. THE FORMULA USED FOR DETERMINING THE QUANTITY OF PURE LIVE SEED(PLS) SHALL BE (POUNDS OF SEED) X (PURITY) X (GERMINATION) = POUNDS OF PURE LIVE SEED (PLS).
6. SEED MIXES AS SPECIFIED IN THESE PLANS SHALL BE USED UNLESS AUTHORIZED AND APPROVED BY LANDSCAPE ARCHITECT, OWNERS REPRESENTATIVE.
7. ALL AREAS TO BE SEEDED AND MULCHED SHALL HAVE NATIVE TOPSOIL OR APPROVED SOIL AMENDMENTS SPREAD TO A DEPTH OF AT LEAST 6 INCHES (LOOSE DEPTH). ALL DISTURBED AREAS SHALL BE LOOSENEED TO A DEPTH OF 6 INCHES PRIOR TO SPREADING TOPSOIL.
8. SOIL IS TO BE THOROUGHLY LOOSENEED (TILLED) TO A DEPTH OF AT LEAST 6 INCHES PRIOR TO SEEDING. THE TOP 6 INCHES OF THE SEED BED SHALL BE GENERALLY FREE OF ROCKS GREATER THAN 4" AND SOIL CLOUDS GREATER THAN 2 INCHES. SEEDING OVER COMPACTED AREAS THAT HAVE NOT BEEN THOROUGHLY LOOSENEED SHALL BE REJECTED.
9. SEED IS TO BE APPLIED USING A MECHANICAL DRILL SEEDER TO A DEPTH OF ¼ INCH. ROW SPACING SHALL BE NO GREATER THAN 6 INCHES. MATERIAL USED FOR MULCH SHALL CONSIST OF LONG-STEMMED STRAW. AT LEAST 50 PERCENT OF THE MULCH, BY WEIGHT, SHALL BE AS LONG AS POSSIBLE IN LENGTH. MULCH SHALL BE APPLIED AND MECHANICALLY ANCHORED TO A DEPTH OF AT LEAST 4 INCHES. MULCH SHALL BE APPLIED AT A RATE OF 2000 LB. PER ACRE.
10. SEED IS TO BE UNIFORMLY BROADCAST AT TWO TIMES THE DRILL RATE, THEN LIGHTLY HARROWED TO PROVIDE A SEED DEPTH OF APPROXIMATELY ¼ INCH, THEN ROLLED TO COMPACT, THEN MUCH AS SPECIFIED ABOVE.
11. WHEN SEEDING AND MULCHING IS USED TO STABILIZE DISTURBED AREAS, ALL DISTURBED AREAS WHICH ARE EITHER FINAL GRADED, OR WILL REMAIN INACTIVE FOR A PERIOD OF MORE THAN 30 DAYS SHALL BE REQUIRED TO BE STABILIZED WITHIN 14 DAYS OF THE COMPLETION OF GRADING ACTIVITIES. THIS MAY REQUIRE MULTIPLE MOBILIZATIONS OF SEEDING AND MULCHING.
12. MULCH SHALL BE APPLIED WITHIN 24 HOURS OF SEEDING.
13. TACKIFIER SHALL BE UTILIZED TO HELP WITH STRAW DISPLACEMENT.
14. HYDRAULIC SEEDING IS NOT AN ACCEPTABLE METHOD OF SEEDING.
15. HYDROMULCH MAY BE USED FOR LIMITED APPLICATION (STEP SLOPES).
16. REFER TO THE GESC MANUAL FOR THIS PROJECT FOR FURTHER DETAILS AND NOTES.

REVISIONS	NO.	DESCRIPTION	DATE		BY	
DESIGNED BY:	MLH					
DRAWN BY:	MLH					
CHECKED BY:	PS					
APPROVED BY:						

MUEGGE FARMS FILING 7	LANDSCAPE NOTES
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DATE: 07/15/2022	
JOB NO: 13301.00	
SCALE	
HORIZONTAL N/A	VERTICAL N/A
21 of 36	

MUEGGE FARMS FILING 7 FINAL DEVELOPMENT PLAN

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH,
RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, COUNTY OF ADAMS,
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PLANT SCHEDULE OVERALL LANDSCAPE PLAN

EVERGREEN TREES	QTY	BOTANICAL NAME	COMMON NAME	ROOT	CALIPER/HT.	HEIGHT WIDTH	IRR_ZONE	SIGNATURE
PC	13	Pinus cembra	Swiss Stone Pine	B & B	6" Ht. Min.	25' x 20'	Low	
PP	42	Pinus edulis	Pinon Pine	B & B	6" Ht. Min.	25' x 15'	Low	F/P Sun
PF	11	Pinus flexilis 'Vanderwolf's Pyramid'	Vanderwolf's Pyramid Pine	B & B	6" Ht. Min.	50' x 30'	Low	
PH	24	Pinus heldreichii	Bosnian Pine	B & B	6" Ht. Min.	30' x 15'	Low	F/P Sun
AP	13	Pinus nigra	Austrian Black Pine	B & B	6" Ht. Min.	50' x 35'	Low	F/P Sun
ORNAMENTAL TREES	QTY	BOTANICAL NAME	COMMON NAME	ROOT	CALIPER/HT.	HEIGHT WIDTH	IRR_ZONE	SIGNATURE
AB2	10	Amelanchier canadensis 'Autumn Brilliance'	Autumn Brilliance Serviceberry	B & B	2" Cal	20' x 15'	Low	F/P Sun
TCH	13	Crataegus crus-galli inermis	Thornless Cockspur Hawthorn	B & B	2" Cal	20' x 15'	Moderate	F/P Sun
MR	15	Malus x 'Royal Raindrops'	Royal Raindrops Crabapple	B & B	2" Cal	20' x 15'	Low	F/P Sun
SS2	1	Malus x 'Spring Snow'	Spring Snow Crab Apple	B & B	2" Cal	20' x 15'	Low	F/P Sun
CRC	16	Prunus virginiana 'Canada Red'	Canada Red Chokecherry	B & B	2" Cal	25' x 20'	Moderate	F/P Sun
CHP	1	Pyrus calleryana 'Chanticleer'	Chanticleer Pear	B & B	2" Cal	35' x 16'	Low-Mod	F/P Sun
CANOPY TREES	QTY	BOTANICAL NAME	COMMON NAME	ROOT	CALIPER/HT.	HEIGHT WIDTH	IRR_ZONE	SIGNATURE
CS	16	Catalpa speciosa	Northern Catalpa	B & B	2.5" Cal	50' x 30'	Low	F/P Sun
HKB	23	Celtis occidentalis	Western Hackberry	B & B	2.5" Cal	50' x 50'	Low-Mod	F/P Sun
GS2	12	Gleditsia triacanthos inermis 'Shademaster'	Shademaster Locust	B & B	2" Cal	50' x 35'	Low	
GD	16	Gymnocladus dioica 'Espresso'	Kentucky Coffeetree	B & B	2" Cal	50' x 35'	Low	
BRO	23	Quercus macrocarpa	Bur Oak	B & B	2.5" Cal	60' x 50'	Low	F/P Sun
QR	7	Quercus robur	English Oak	B & B	2.5" Cal	60' x 50'	Moderate	
QC	12	Quercus robur x alba 'Crimson Spire'	Crimson Spire Oak	B & B	2" Cal	45' x 15'	Moderate	F/P Sun
QR2	25	Quercus rubra	Red Oak	B & B	2.5" Cal	50' x 50'		
SJ	3	Sophora japonica	Japanese Pagoda Tree	B & B	2.5" Cal	50' x 40'	Low-Mod	F/P Sun
GLL	26	Tilia cordata 'Greenspire'	Greenspire Littleleaf Linden	B & B	2.5" Cal	40' x 35'	Moderate	F/P Sun
UD	8	Ulmus davidiana japonica 'Discovery'	Discovery Elm	B & B	2.5" Cal	50' x 50'	Moderate	
DECIDUOUS SHRUB	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT/WIDTH	IRR_ZONE	SIGNATURE	
AP2	72	Arctostaphylos x coloradensis 'Panchito'	Panchito Manzanita	5 gal				
AI	12	Aronia melanocarpa 'Iniquis Beauty' TM	Black Chokeberry	5 gal	2-3' X 3-4'	Mod-High	F/P Sun	
CPB	20	Berberis thunbergii 'Crimson Pygmy'	Crimson Pygmy Barberry	5 gal	1-2' X 1-2'	Moderate	F/P Sun	
RGB	36	Berberis thunbergii 'Rose Glow'	Rosy Glow Barberry	5 gal	5' X 4'	Low	Full Sun	
CI2	48	Cercocarpus intricatus	Littleleaf Mountain Mahogany	5 gal	5'x5'			
CF	33	Chamaebatiaria millefolium 'Fernbush'	Fernbush	5 gal	4' X 4'	Low	F/P Sun	
RB	74	Chrysothamnus nauseosus	Rabbitbrush	5 gal	5' X 5'	Low	Full Sun	
CI	148	Cornus sericea 'Isanti'	Isanti Redosier Dogwood	5 gal	5' X 5'	Moderate	F/P Sun	
FN	51	Forestiera neomexicana	New Mexican Privet	5 gal	10' X 8'	Low	F/P Sun	
RSA	53	Perovskia atriplicifolia	Russian Sage	5 gal	5' X 4'	Low-Mod	Full Sun	
PDG	20	Physocarpus opulifolius 'Dart's Gold'	Dart's Gold Ninebark	5 gal	5' X 5'	Moderate	F/P Sun	
PP2	32	Prunus besseyi 'Pawnee Buttes'	Creeping Western Sand Cherry	5 gal	1.5' x 5'	Low	Full Sun	
PLS	18	Prunus x cistena	Purple Leaf Sand Cherry	5 gal	8' X 6'	Low	Full Sun	
RG2	74	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	5 gal	3' X 6'	Mod-High	F/P Sun	
RG3	151	Rhus glabra	Smooth Sumac	5 gal	10' X 8'			
RA	9	Ribes alpinum	Alpine Currant	5 gal	4' X 5'	Low	F/P Sun	
PKR	13	Rosa x 'Pink Knockout'	Pink Knockout Rose	5 gal	3' X 4'	Low	Full Sun	
SE	76	Salix exigua	Coyote Willow	5 gal	10' X 6'	Medium		
SW	10	Spiraea japonica 'Anthony Waterer'	Anthony Waterer Spirea	5 gal	3' X 4'	Low-Mod	Full Sun	
GFS	9	Spiraea japonica 'Goldflame'	Spirea	5 gal	4' X 4'	Moderate	Full Sun	
SM2	125	Syringa meyeri 'Palbin'	Dwarf Korean Lilac	5 gal	5' x 5'	Low	F/P Sun	
SC	5	Syringa x prestoniae 'Miss Canada'	Miss Canada Preston Lilac	5 gal	8' X 7'	Low	F/P Sun	
VL2	34	Viburnum lentago	Nannyberry	5 gal	15' x 10'	Mod-High	Full Sun	
EVERGREEN SHRUB	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT/WIDTH	IRR_ZONE	SIGNATURE	
AP3	8	Arctostaphylos x coloradensis 'Panchito'	Panchito Manzanita	5 gal	2' X 6'	LOW		
JH	18	Juniperus horizontalis 'Hughes'	Hughes Juniper	5 gal	1.5' x 6'	Low	F/P Sun	
JH3	16	Juniperus horizontalis 'Hughes'	Hughes Creeping Juniper	5 gal	1.5' X 6'			
PM	5	Pinus mugo 'Mops'	Mugo Pine	5 gal	2-3' X 2-3'	Moderate	F/P Sun	
PM3	22	Pinus mugo 'Mops'	Mops Mugo Pine	5 gal				
PERENNIALS	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT/WIDTH	IRR_ZONE	SIGNATURE	
AC	7	Agastache x 'Coronado Red'	Anise Hyssop	1 gal	2.5' X 3'	Low	Full Sun	
AT2	31	Agastache x 'Tangerine Dreams'	Hyssop	1 gal	3' x 2'	Moderate	F/P Sun	
AA6	6	Astilbe x arendsii	False Spiraea	1 gal	2' X 2'	High	F/P Shade	
CB	9	Campanula persicifolia 'Blue'	Peachleaf Bellflower	5 gal	2' X 1'	Moderate	F/P Sun	
DA	7	Dicentra spectabilis 'Alba'	White Bleeding heart	1 gal	2' x 2'	Moderate	F/P Sun	
EP	4	Echinacea purpurea	Purple Coneflower	1 gal	3' x 2'	Moderate	F/P Sun	
EM2	32	Echinacea purpurea 'Magnus'	Magnus Purple Coneflower	1 gal	2' X 2'	Low	F/P Sun	
DAY	15	Hemerocallis x 'Stella de Oro'	Stella de Oro Daylily	1 gal	1.5' X 1'	Moderate	F/P Sun	
LB	2	Linum lewisii 'Blue Flax'	Blue Flax	5 gal	3'-3"	Low	F/P Sun	
NF	5	Nepeta x faassenii	Catmint	1 gal	2' X 3'	Low-Mod	F/P Sun	
PM2	54	Penstemon mexicali 'Pike's Peak Purple'	Penstemon	1 gal	2.5' X 1-4"	Low	F/P Sun	
BES	9	Rudbeckia fulgida 'Goldsturm'	Goldsturm Black-eyed Susan	1 gal	2' X 2'	Low-Mod	F/P Sun	
ORNAMENTAL GRASS	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT/WIDTH	IRR_ZONE	SIGNATURE	
BB	74	Bouteloua gracilis 'Blonde Ambition'	Blonde Ambition Blue Grama	1 gal	3' x 2'	Low	F/P Sun	
FR2	41	Calamagrostis x acutiflora 'Karl Foerster'	Feather Reed Grass	1 gal	5' x 30"	Low-Mod	F/P Sun	
FE	30	Festuca glauca 'Elijah Blue'	Blue Fescue	1 gal	1' X 1"	Low	F/P Sun	
HS	6	Helictotrichon sempervirens	Blue Oat Grass	1 gal	2.5' X 2.5'	Low	F/P Sun	
MM	44	Miscanthus sinensis 'Morning Light'	Morning Light Maiden Grass	1 gal	5' X 3'	Low-Mod	Full Sun	
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT				
	39,723 sf	DROUGHT TOLERANT FESCUE/ BLUE GRASS	80/20 MIX SOD	.				
	428 sf	GRAY CRUSHER FINES	CRUSHER FINES	.				
	581,977	NATIVE SEED - LOW GROW MIX	SEED	seed				
	118,706 sf	RIPARIAN SEED MIX	SEED	seed				
	648 sf	SHREDDED BROWN MULCH	MULCH	.				

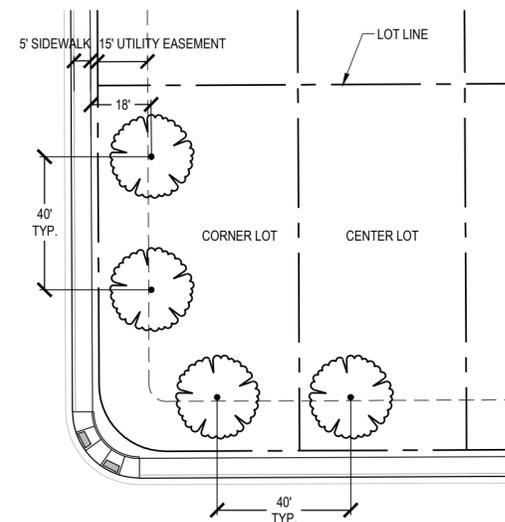
NATIVE SEED MIX INFORMATION:

MAKE: NATIVE GRASS SEED- LOW-GROW MIX
APPLICATION RATE:
FOR NEW SEEDING, BROADCAST AT
20-25LBS./ACRE OR DRILLED AT 15-20LBS./ACRE.

ARKANSAS VALLEY SEED INC.
4300 MONACO ST.
DENVER, CO 80216
W: WWW.AVSEEDS.COM
P (303) 320-7500

MIX CONTAINS:
30% EPHRAIM CRESTED WHEATGRASS
25% SHEEP FESCUE
20% PERENNIAL RYE
15% CHEWINGS FESCUE

LOT TYPICAL- TREE PLANTING



REVISIONS

DESIGNED BY: MLH
DRAWN BY: MLH
CHECKED BY: PS
APPROVED BY:

MUEGGE FARMS FILING 7

LANDSCAPE SCHEDULE

DATE: 07/15/2022

JOB NO: 13301.00

SCALE
HORIZONTAL N/A VERTICAL N/A

22 of 36

MUEGGE FARMS FILING 7 FINAL DEVELOPMENT PLAN

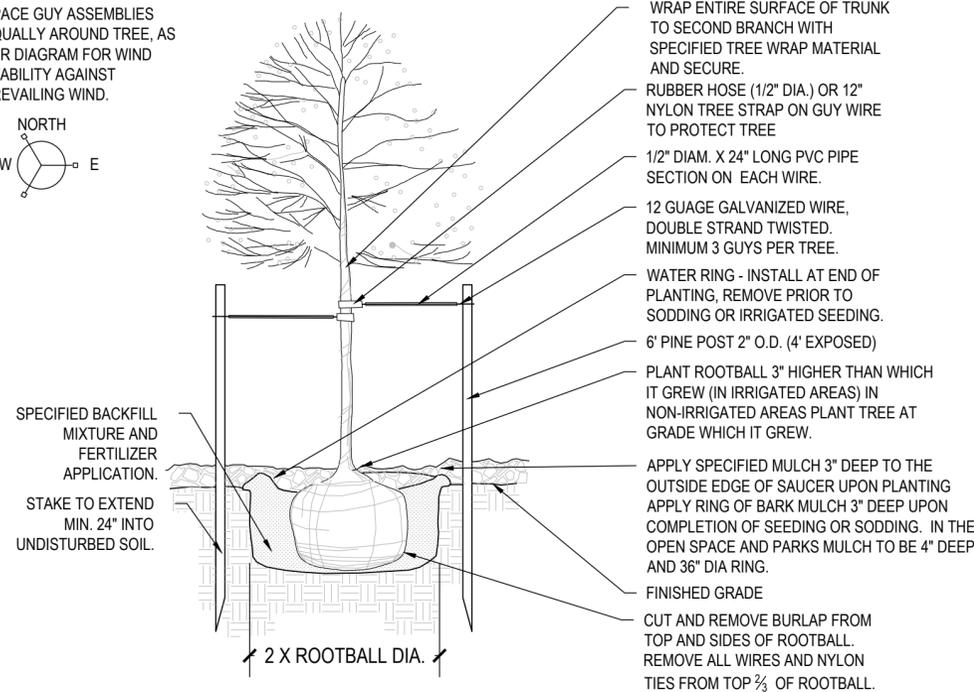
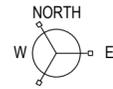
A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH,
RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, COUNTY OF ADAMS,
STATE OF COLORADO

TOTAL AREA = 2,558,652 SQ. FT. OR 58.739 ACRES MORE OR LESS

NOTES:

1. ANY BROKEN OR CRUMBLING ROOTBALLS WILL BE REJECTED.
2. REMOVING THE CONTAINERS WILL NOT BE AN EXCUSE FOR DAMAGED ROOTBALLS.
3. STREET TREES ARE TO BE LIMBED UP TO 8'. PRUNING SHALL OCCUR IN THE APPROPRIATE MANNER AT THE NURSERY. SUBSTANTIAL PRUNING WILL NOT BE ALLOWED ON-SITE.

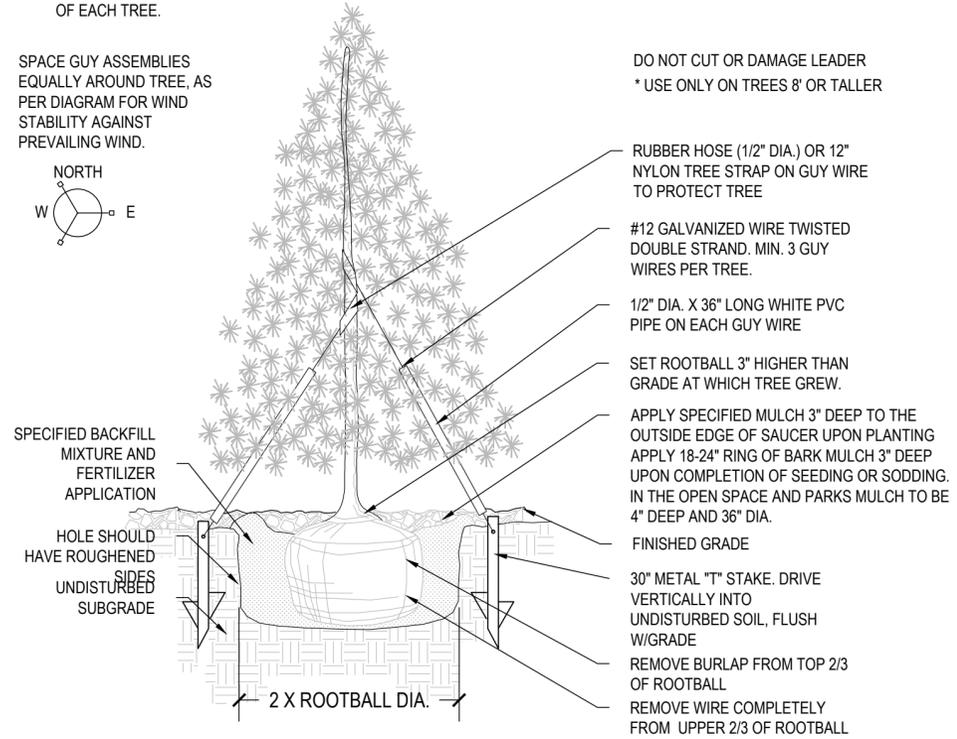
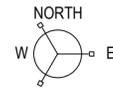
SPACE GUY ASSEMBLIES EQUALLY AROUND TREE, AS PER DIAGRAM FOR WIND STABILITY AGAINST PREVAILING WIND.



NOTES:

1. ANY BROKEN OR CRUMBLING ROOTBALLS WILL BE REJECTED. REMOVING THE CONTAINERS WILL NOT BE AN EXCUSE FOR DAMAGED ROOTBALLS.
2. TREES PLANTED WITHIN DRAIN STRIP OR SCREE AREA SHALL HAVE 3'-0" DIAMETER RING OF MULCH 5" DEEP AT THE BASE OF EACH TREE.

SPACE GUY ASSEMBLIES EQUALLY AROUND TREE, AS PER DIAGRAM FOR WIND STABILITY AGAINST PREVAILING WIND.



1

DECIDUOUS TREE

Scale: NTS

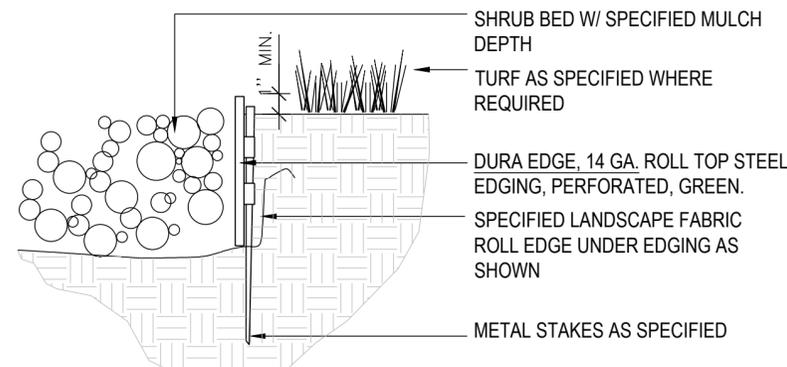
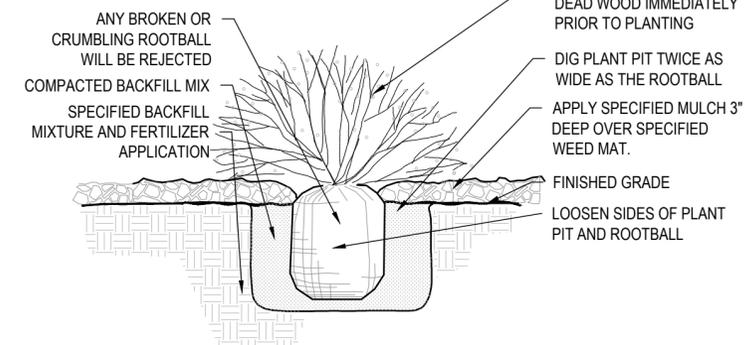
2

EVERGREEN TREE

Scale: NTS

NOTES:

1. ANY BROKEN OR CRUMBLING ROOTBALLS WILL BE REJECTED. REMOVING THE CONTAINERS WILL NOT BE AN EXCUSE FOR DAMAGED ROOTBALLS
2. HOLD GRADE 1" BELOW EDGE OF WALK OR CURB.
3. ALL JUNIPER PLANTS SHOULD BE PLANTED SO TOP OF ROOT MASS OCCURS AT FINISH GRADE OF MULCH LAYER
4. SHRUBS PLANTED WITHIN THE DRAIN STRIP OR SCREE AREAS SHALL HAVE A 12" DIAMETER RING OF MULCH AT THE BASE OF EACH SHRUB
5. PLANT ALL SHRUBS AND ANDD MULCH RING PRIOR TO PLACING ROCK



NOTES:

1. SET ALL EDGING 1" ABOVE FINISH GRADE AS SHOWN.
2. EDGING SHALL ABUT ALL CONCRETE CURBS AND WALKS PERPENDICULAR, AND FLUSH W/ GRADES OF CONCRETE.
3. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
4. FOR PRODUCT ORDERING, DIVIDE NUMBER OF FEET NEEDED BY 9.33 TO OBTAIN THE NUMBER OF 10' PIECES NEEDED.

3

SHRUB

Scale: NTS

4

STEEL EDGER

Scale: NTS

NO.	REVISIONS DESCRIPTION	DATE BY	
		DATE	BY

DESIGNED BY: MLH	DRAWN BY: MLH	CHECKED BY: PS	APPROVED BY:
MUEGGE FARMS FILING 7			
LANDSCAPE DETAILS			

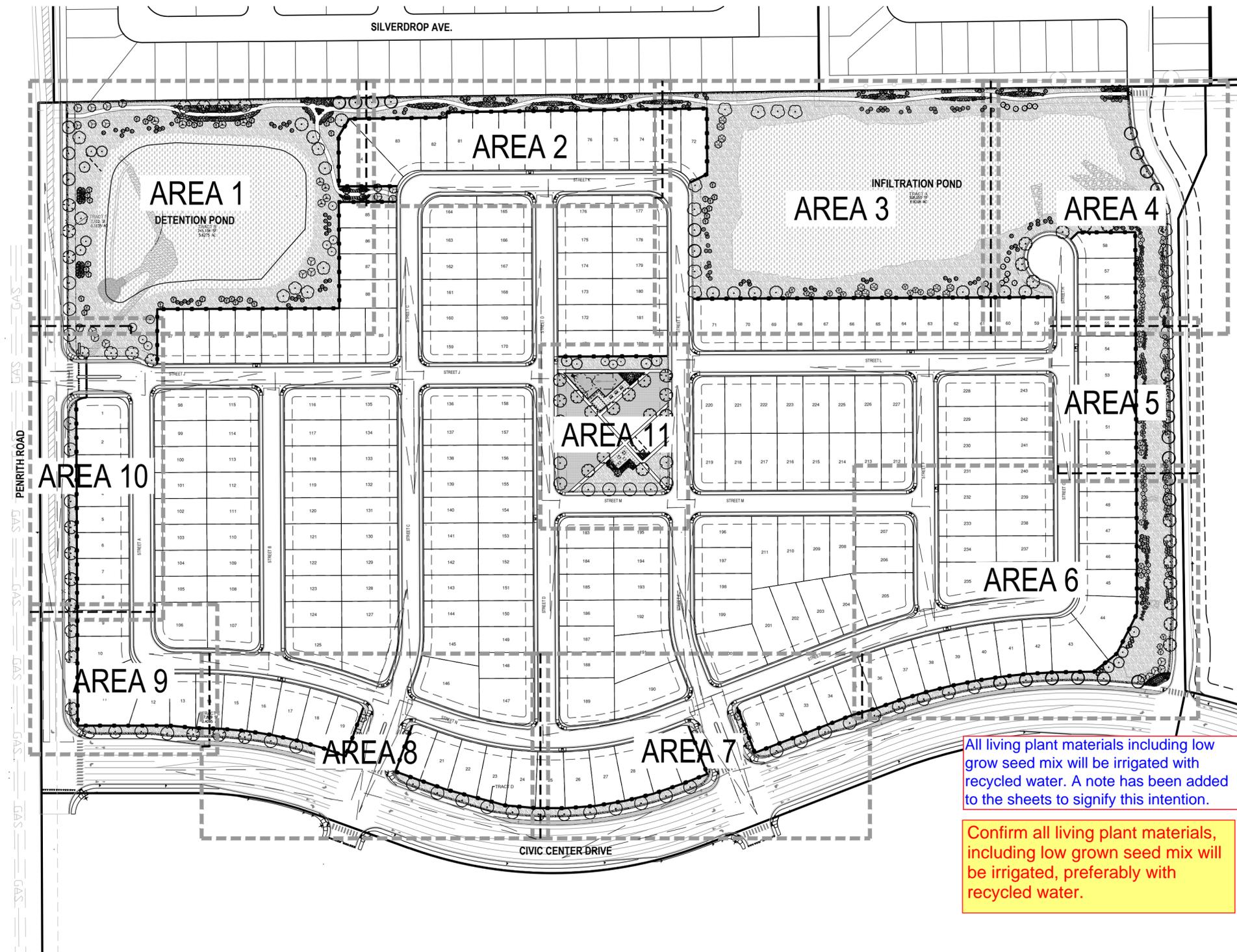
DATE: 07/15/2022
JOB NO: 13301.00
SCALE
HORIZONTAL N/A
VERTICAL N/A
23 of 36

MUEGGE FARMS FILING 7 FINAL DEVELOPMENT PLAN

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH,
RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, COUNTY OF ADAMS,
STATE OF COLORADO
TOTAL AREA = 2,558,652 SQ. FT. OR 58.739 ACRES MORE OR LESS

LANDSCAPE CHART								
REQUIREMENT: 1 TREE AND 10 SHRUBS OR AN ACCEPTABLE COMBINATION OF TREES AND SHRUBS FOR EVERY 2,000 SF. OF LANDSCAPED AREA.								
TRACT	AREA	REQUIRED			PROVIDED			
		SF	TREES	SHRUBS	TREES ²	SHRUBS	O. GRASS ³	PERENNIAL ³
A ^{1,2}	203,660	102	1018	135	651	23	85	1019
B ^{1,2}	150,165	75	751	103	460	95	0	771
C ²	11,197	6	56	12	87	77	88	206
D ²	11,267	6	56	18	0	0	0	124
E ²	17,839	9	89	25	0	0	0	161
F ²	7,122	4	36	9	0	0	0	54
Total	401,250	201	2006	302	1198	195	173	2334

Notes:
¹ SF TOTALS FOR TRACTS A AND B HAVE EXCLUDED THE BOTTOMS OF THE DETENTION/INFILTRATION POND FROM THE TOTAL SF USED FOR LANDSCAPE REQUIREMENTS.
² EXTRA PROVIDED TREES HAVE BEEN EXCHANGED FOR SHRUBS AT A RATIO OF 10 SHRUBS FOR 1 TREE.
³ ORNAMENTAL GRASSES AND SHRUBS PROVIDED HAVE BEEN EXCHANGED AT A RATE OF 3 FOR 1 SHRUB.



All living plant materials including low grow seed mix will be irrigated with recycled water. A note has been added to the sheets to signify this intention.

Confirm all living plant materials, including low grown seed mix will be irrigated, preferably with recycled water.

1 OVERALL PLANTING PLAN
 Scale: 1" = 150'-0"



DESIGNED BY:	MLH	DRAWN BY:	MLH	CHECKED BY:	PS	APPROVED BY:	REVISIONS		
							NO.	DESCRIPTION	DATE

MUEGGE FARMS FILING 7

OVERALL LANDSCAPE PLAN

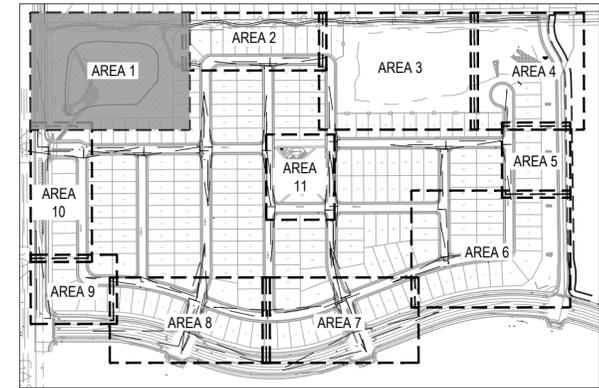
DATE: 07/15/2022
 JOB NO: 13301.00

HORIZONTAL SCALE: N/A
 VERTICAL SCALE: N/A

24 of 36

MUEGGE FARMS FILING 7 FINAL DEVELOPMENT PLAN

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH,
RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, COUNTY OF ADAMS,
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KEY MAP
SCALE: NTS

This area will have permanent irrigation with purple pipe water. A note has been added to the sheets to signify this intention.

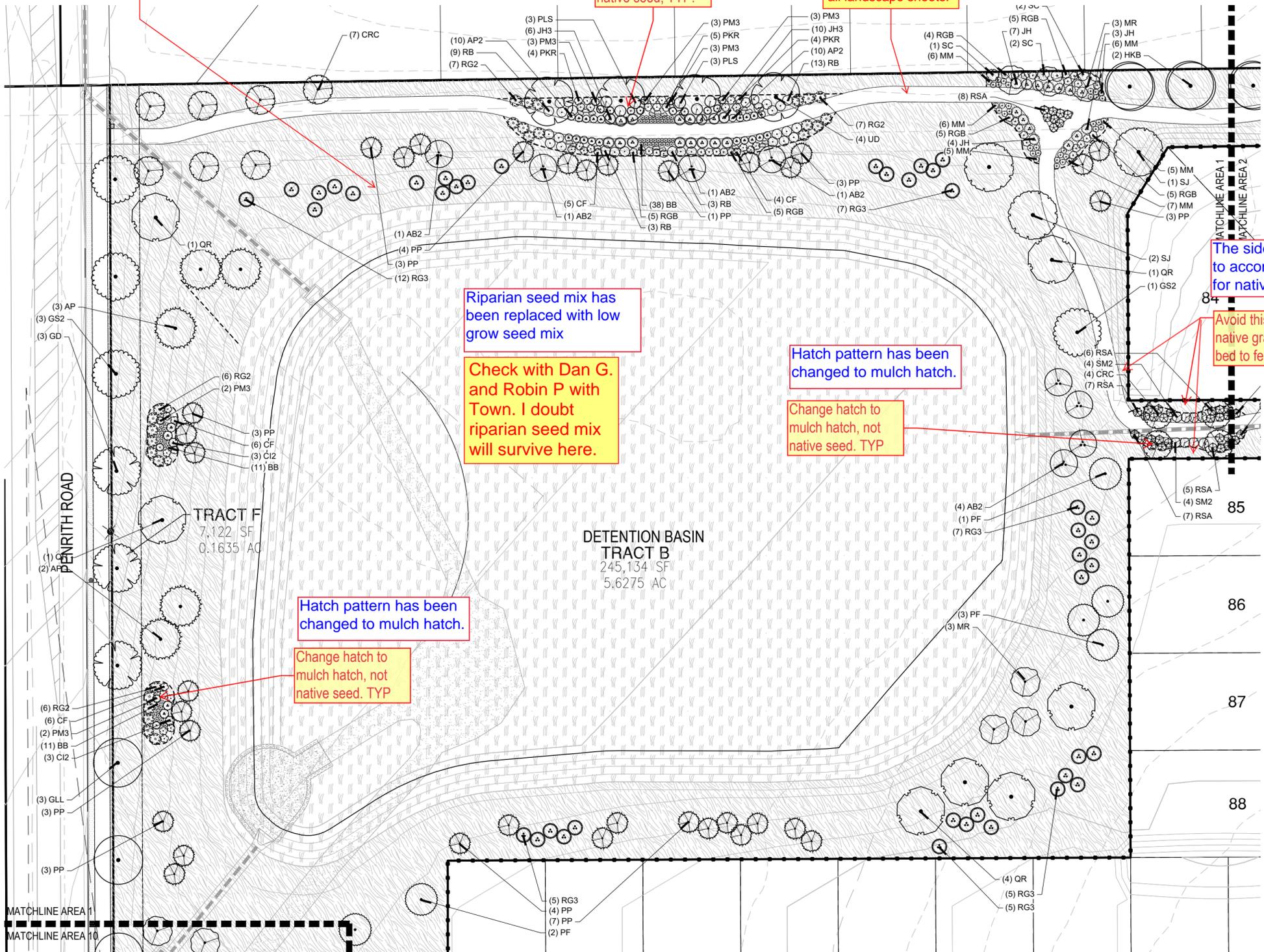
Confirm this will have permanent irrigation. If not, it won't survive. Should be purple pipe water.

Hatch pattern has been changed to mulch hatch.

Width and surface material have been noted on all landscape sheets.

Change hatch to mulch hatch, not native seed, TYP.

Note width and surface material on all landscape sheets.



LEGEND

- PROPERTY BOUNDARY
- FENCE
- STEEL EDGER
- 2'-3' BOULDER
- DECIDUOUS TREE
- EVERGREEN TREES
- ORNAMENTAL TREES
- RIPARIAN SEED MIX
- LOW GROW SEED MIX
- SHREDDED BROWN MULCH
- DROUGHT TOLERANT SOD

The sidewalk is now modified to accommodate more space for native seed.

Avoid this areas of native grass, extend bed to fence

Riparian seed mix has been replaced with low grow seed mix

Check with Dan G. and Robin P with Town. I doubt riparian seed mix will survive here.

Hatch pattern has been changed to mulch hatch.

Change hatch to mulch hatch, not native seed. TYP

Hatch pattern has been changed to mulch hatch.

Change hatch to mulch hatch, not native seed. TYP

TRACT F
7,122 SF
0.1635 AC

DETENTION BASIN
TRACT B
245,134 SF
5.6275 AC

PENRITH ROAD

MATCHLINE AREA 1
MATCHLINE AREA 10

1 PLANTING PLAN: AREA 1
Scale: 1"= 40'-0"



REVISIONS		DATE	BY
NO.	DESCRIPTION		

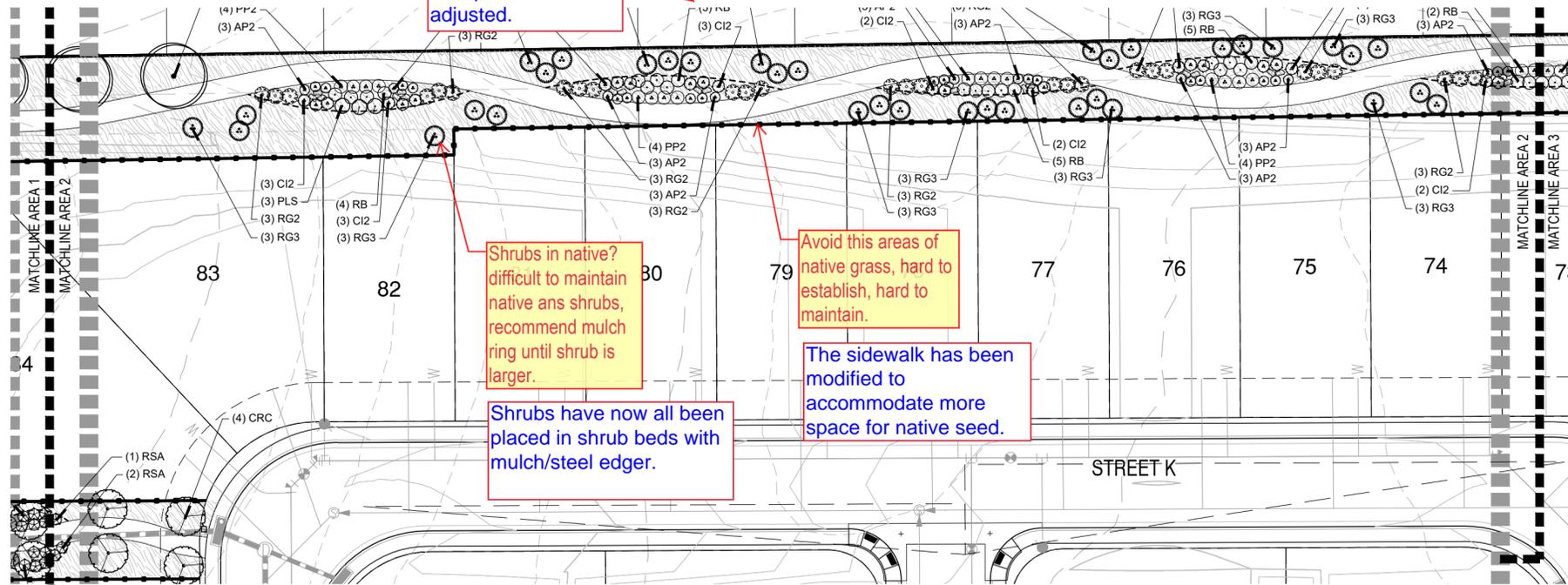
DESIGNED BY: MLH
DRAWN BY: MLH
CHECKED BY: PS
APPROVED BY:

MUEGGE FARMS FILING 7
LANDSCAPE PLAN

DATE: 07/15/2022
JOB NO: 13301.00
SCALE
HORIZONTAL N/A VERTICAL N/A
25 of 36

MUEGGE FARMS FILING 7 FINAL DEVELOPMENT PLAN

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH,
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text cut off, adjust viewport.

Viewport has been adjusted.

Shrubs in native? difficult to maintain native ans shrubs, recommend mulch ring until shrub is larger.

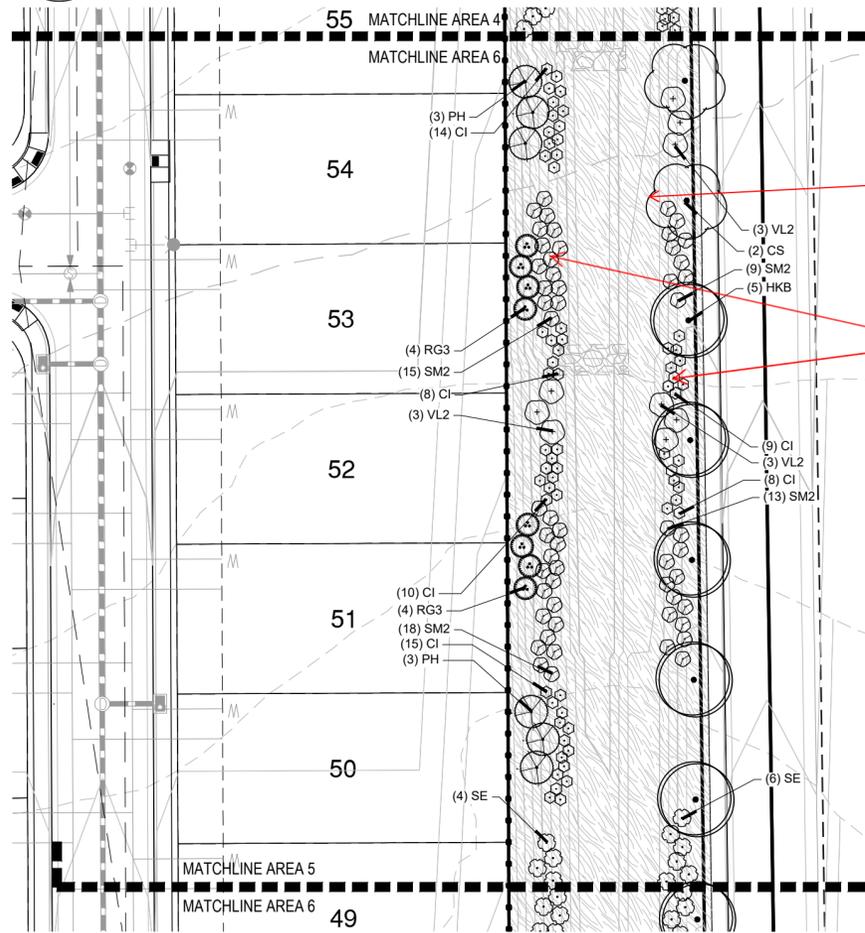
Avoid this areas of native grass, hard to establish, hard to maintain.

The sidewalk has been modified to accommodate more space for native seed.

Shrubs have now all been placed in shrub beds with mulch/steel edger.

LEGEND	
	PROPERTY BOUNDARY
	LOT LINE
	3-RAIL FENCE
	STEEL EDGER
	2'-3' BOULDER
	DECIDUOUS TREE
	EVERGREEN TREES
	ORNAMENTAL TREES
	RIPARIAN SEED MIX
	LOW GROW SEED MIX
	SHREDDED BROWN MULCH
	DROUGHT TOLERANT SOD

1 PLANTING PLAN: AREA 2
Scale: 1"= 40'-0"

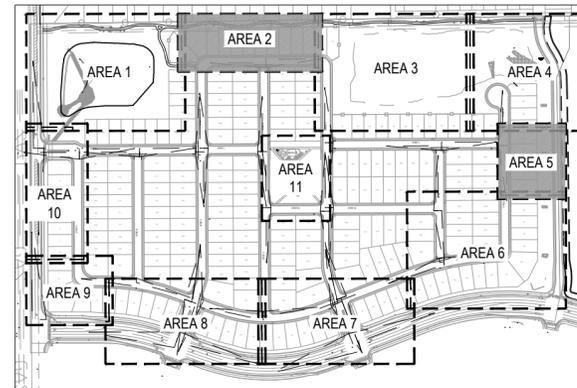


Must be irrigated.

Will be irrigated. Noted in Legend

Shrubs in native? difficult to maintain native ans shrubs, recommend mulch ring, bed until shrubs are larger.

Shrubs have now all been placed in shrub beds with mulch/steel edger.



KEY MAP
SCALE: NTS

2 PLANTING PLAN: AREA 5
Scale: 1"= 40'-0"

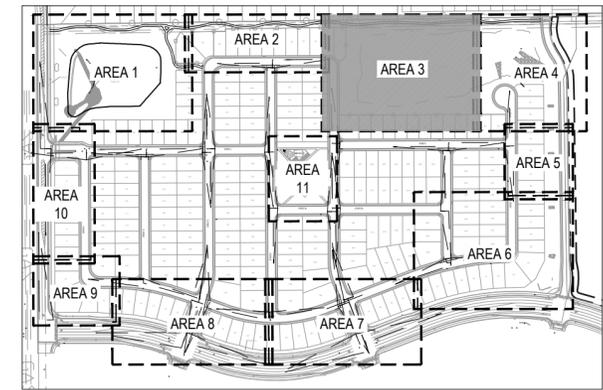
DESIGNED BY:	MLH	DRAWN BY:	MLH	CHECKED BY:	PS	APPROVED BY:	REVISIONS	
							NO.	DESCRIPTION

MUEGGE FARMS FILING 7	LANDSCAPE PLAN
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DATE: 07/15/2022
JOB NO: 13301.00
SCALE
HORIZONTAL N/A
VERTICAL N/A
26 of 36

MUEGGE FARMS FILING 7 FINAL DEVELOPMENT PLAN

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH,
RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, COUNTY OF ADAMS,
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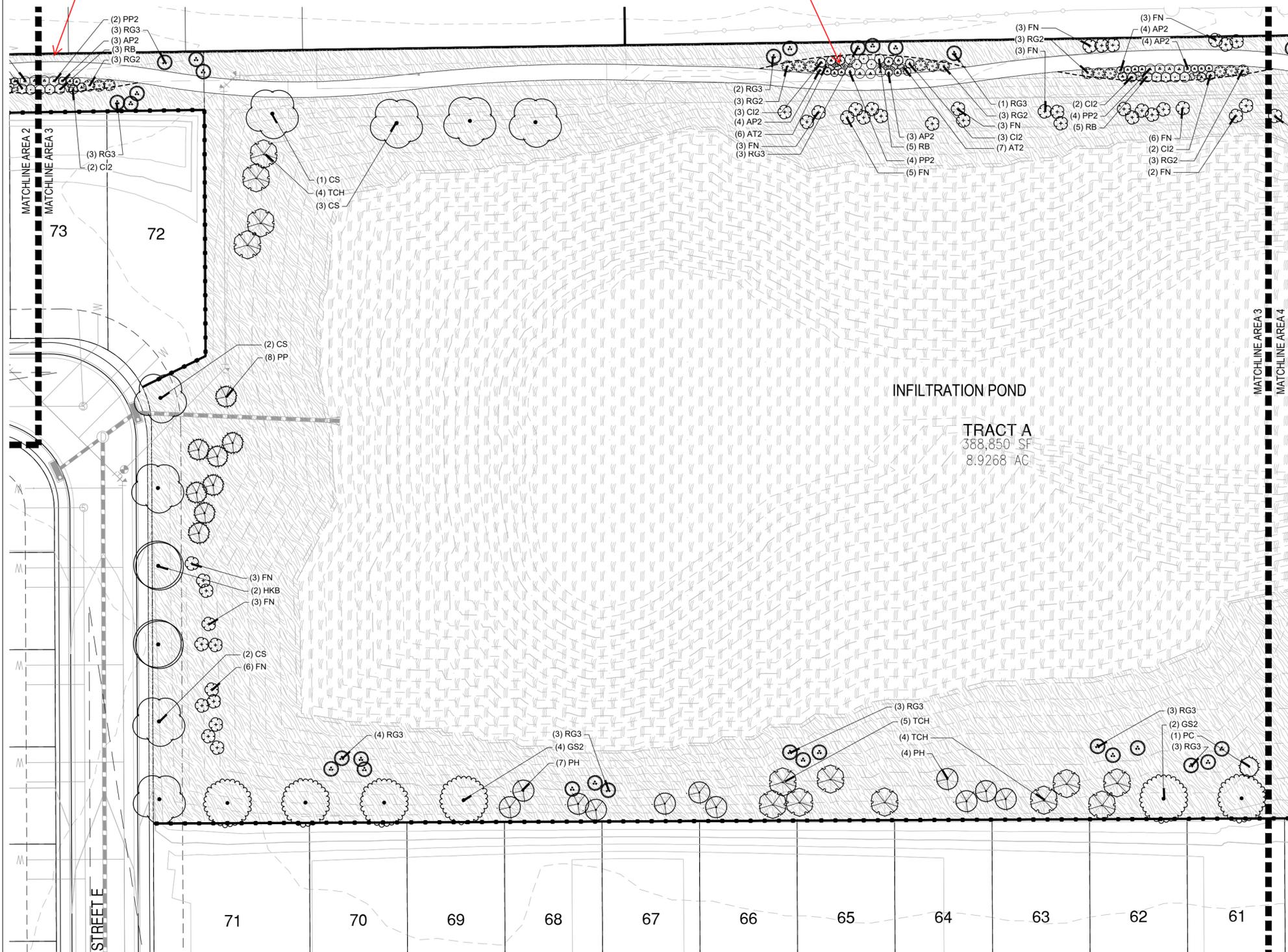
KEY MAP
SCALE: NTS

The sidewalk has been modified to accommodate more space for native seed.

This areas of native not recommended.

Pattern is now mulch hatch.

Mulch hatch.



LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- 3-RAIL FENCE
- STEEL EDGER
- 2-3' BOULDER
- DECIDUOUS TREE
- EVERGREEN TREES
- ORNAMENTAL TREES
- RIPARIAN SEED MIX
- LOW GROW SEED MIX
- SHREDDED BROWN MULCH
- DROUGHT TOLERANT SOD

REVISIONS		DATE	BY
NO.	DESCRIPTION		

DESIGNED BY:	MLH	DRAWN BY:	MLH	CHECKED BY:	PS	APPROVED BY:	
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MUEGGE FARMS FILING 7	LANDSCAPE PLAN
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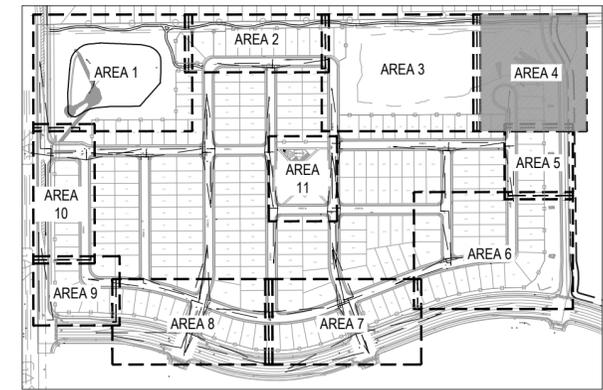
DATE: 07/15/2022
JOB NO: 13301.00
SCALE
HORIZONTAL N/A
VERTICAL N/A
27 of 36

1 PLANTING PLAN: AREA 3
Scale: 1"= 40'-0"

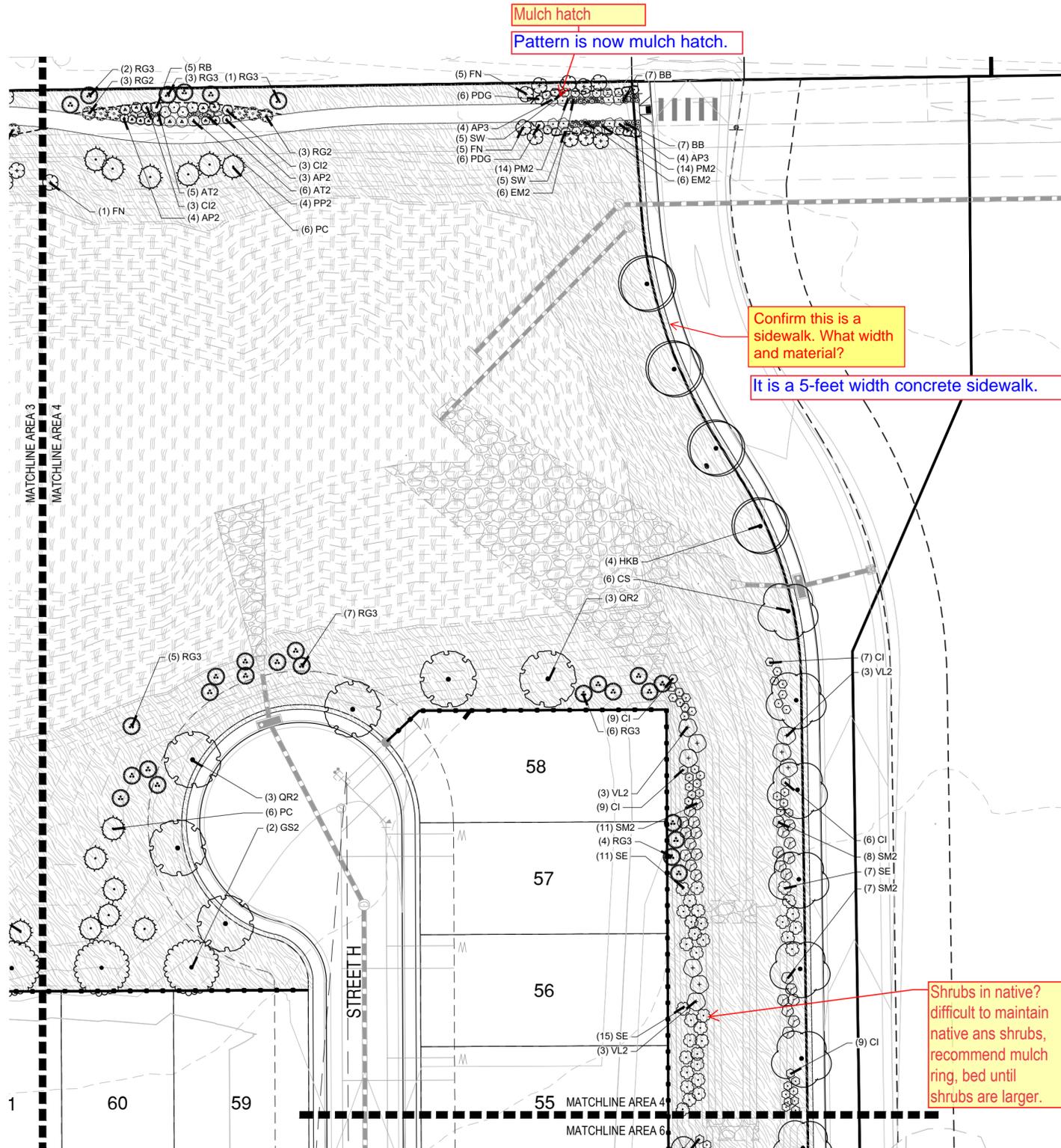


MUEGGE FARMS FILING 7 FINAL DEVELOPMENT PLAN

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH,
RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, COUNTY OF ADAMS,
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KEY MAP
SCALE: NTS



LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- 3-RAIL FENCE
- STEEL EDGER
- 2-3' BOULDER
- DECIDUOUS TREE
- EVERGREEN TREES
- ORNAMENTAL TREES
- RIPARIAN SEED MIX
- LOW GROW SEED MIX
- SHREDDED BROWN MULCH

NO.	DESCRIPTION	REVISIONS	
		DATE	BY

DESIGNED BY: MLH
DRAWN BY: MLH
CHECKED BY: PS
APPROVED BY: PS

MUEGGE FARMS FILING 7
LANDSCAPE PLAN

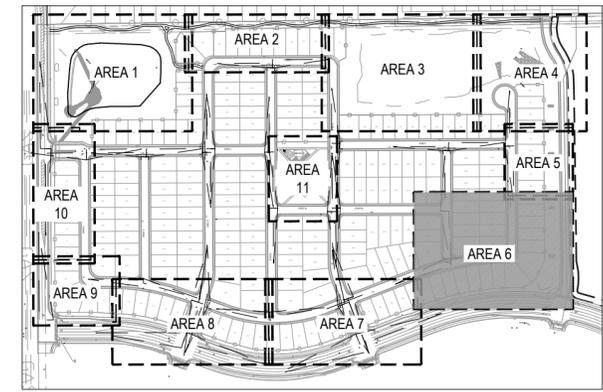
DATE: 07/15/2022
JOB NO: 13301.00
SCALE
HORIZONTAL N/A VERTICAL N/A
28 of 36

1 PLANTING PLAN AREA 4
Scale: 1"= 40'-0"

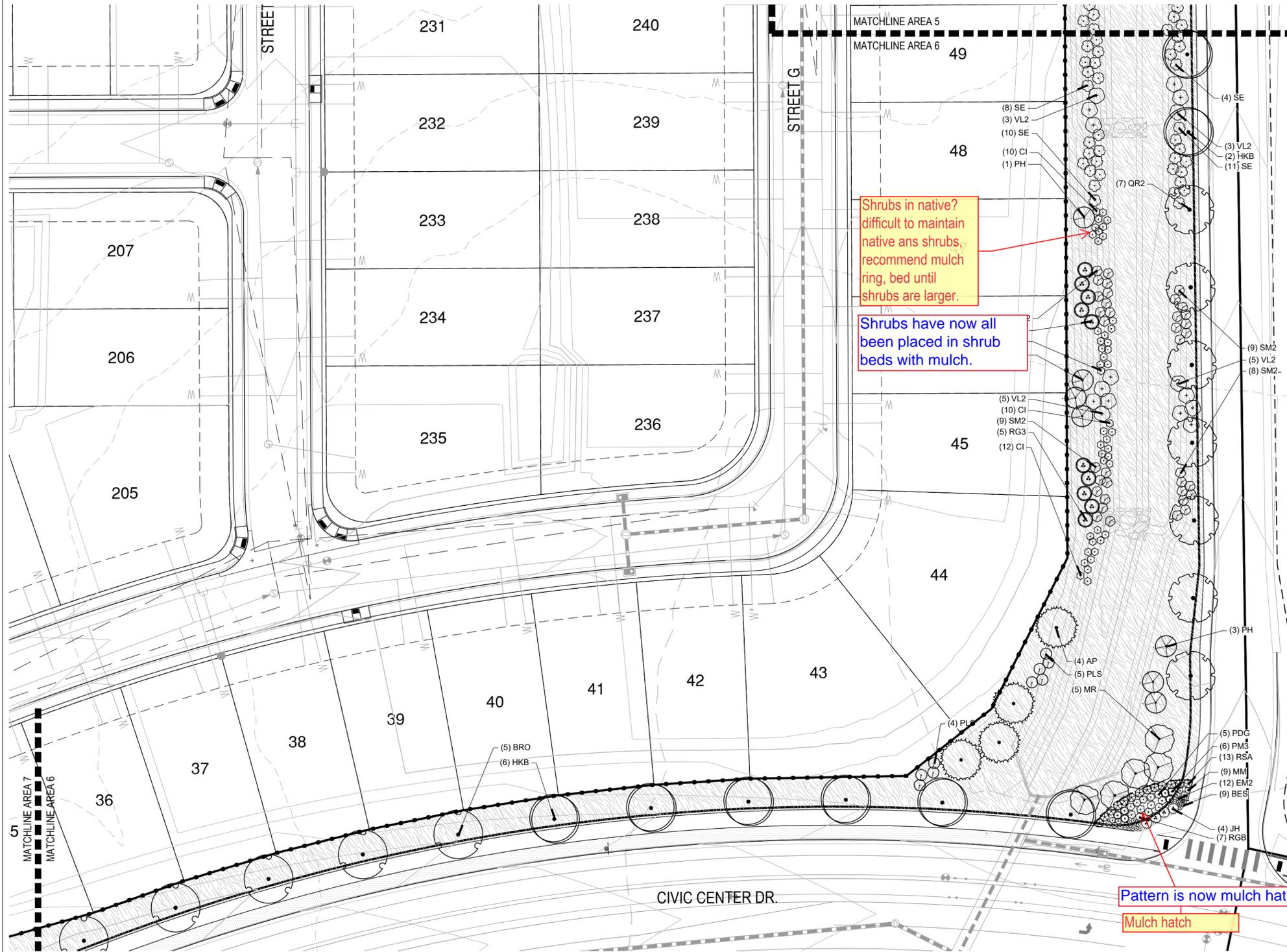


MUEGGE FARMS FILING 7 FINAL DEVELOPMENT PLAN

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH,
RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, COUNTY OF ADAMS,
STATE OF COLORADO
TOTAL AREA = 2,558,652 SQ. FT. OR 58.739 ACRES MORE OR LESS



KEY MAP
SCALE: NTS



Shrubs in native?
difficult to maintain
native ans shrubs,
recommend mulch
ring, bed until
shrubs are larger.

Shrubs have now all
been placed in shrub
beds with mulch.

Pattern is now mulch hatch.

Mulch hatch

LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- 3-RAIL FENCE
- STEEL EDGER
- 2'-3' BOULDER
- DECIDUOUS TREE
- EVERGREEN TREES
- ORNAMENTAL TREES
- RIPARIAN SEED MIX
- LOW GROW SEED MIX
- SHREDDED BROWN MULCH
- DROUGHT TOLERANT SOD

REVISIONS		DESIGNED BY:	DRAWN BY:	CHECKED BY:	APPROVED BY:
NO.	DESCRIPTION	MLH	MLH	PS	

MUEGGE FARMS FILING 7

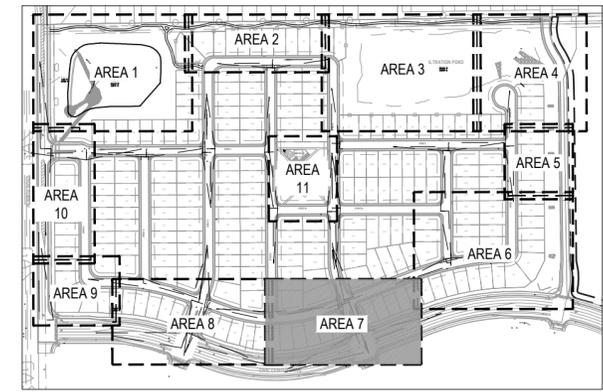
LANDSCAPE PLAN

1 PLANTING PLAN: AREA 6
Scale: 1"= 40'-0"

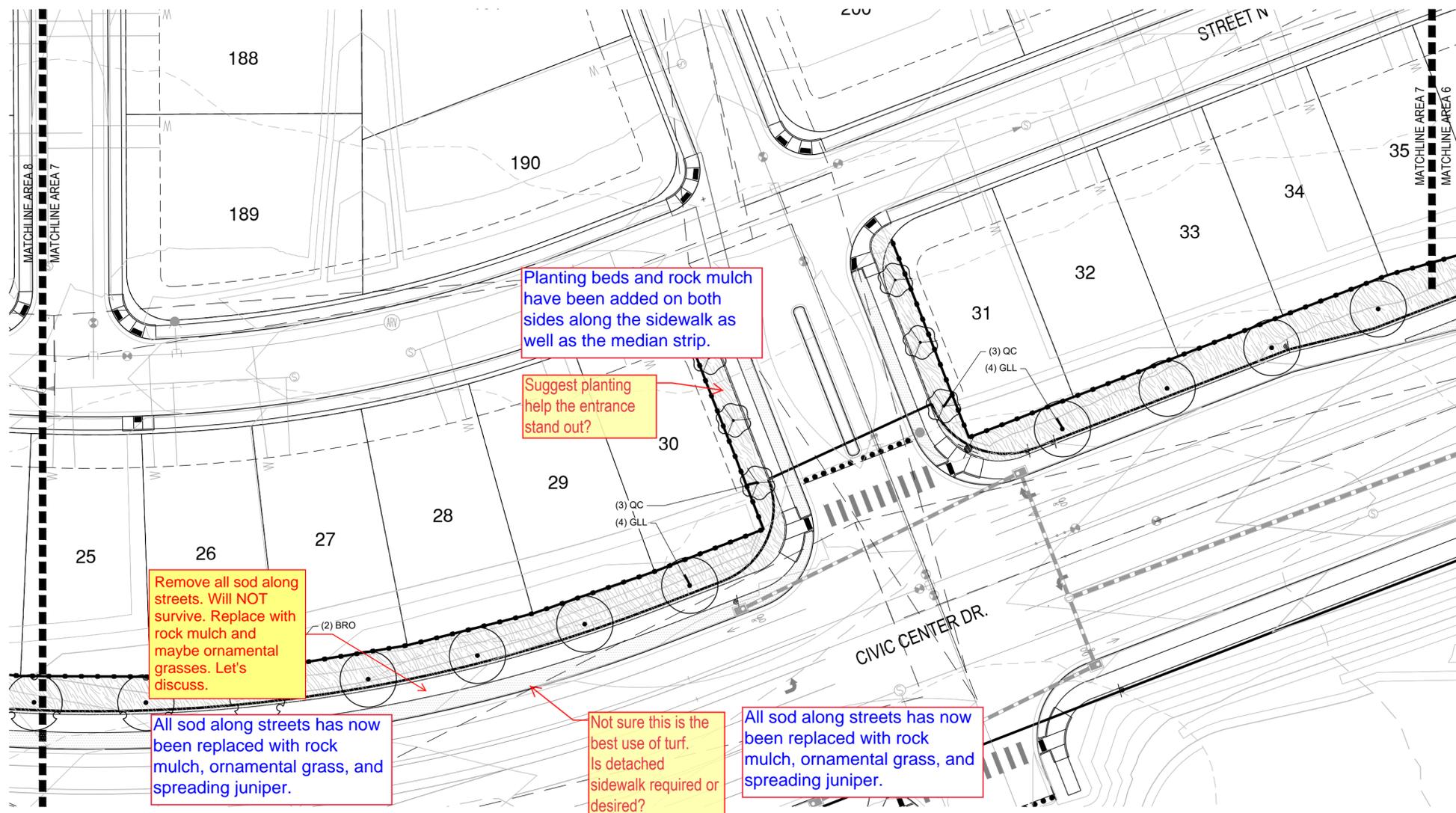


MUEGGE FARMS FILING 7 FINAL DEVELOPMENT PLAN

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH,
RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, COUNTY OF ADAMS,
STATE OF COLORADO
TOTAL AREA = 2,558,652 SQ. FT. OR 58.739 ACRES MORE OR LESS



KEY MAP
SCALE: NTS



LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- 3-RAIL FENCE
- STEEL EDGER
- 2'-3' BOULDER
- DECIDUOUS TREE
- EVERGREEN TREES
- ORNAMENTAL TREES
- RIPARIAN SEED MIX
- LOW GROW SEED MIX
- SHREDDED BROWN MULCH
- DROUGHT TOLERANT SOD

REVISIONS		NO.	DESCRIPTION	DATE	BY
DESIGNED BY:	MLH				
DRAWN BY:	MLH				
CHECKED BY:	PS				
APPROVED BY:					

MUEGGE FARMS FILING 7
LANDSCAPE PLAN

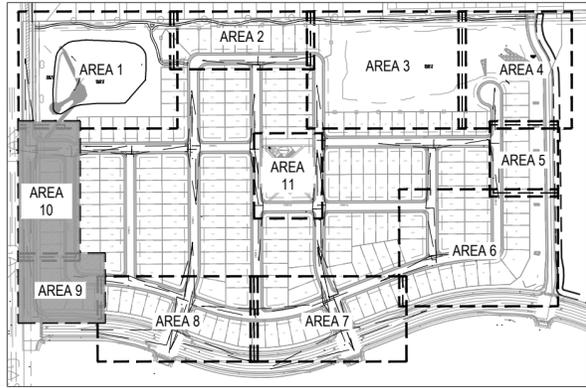
1 PLANTING PLAN: AREA 7
Scale: 1"= 40'-0"



MUEGGE FARMS FILING 7 FINAL DEVELOPMENT PLAN

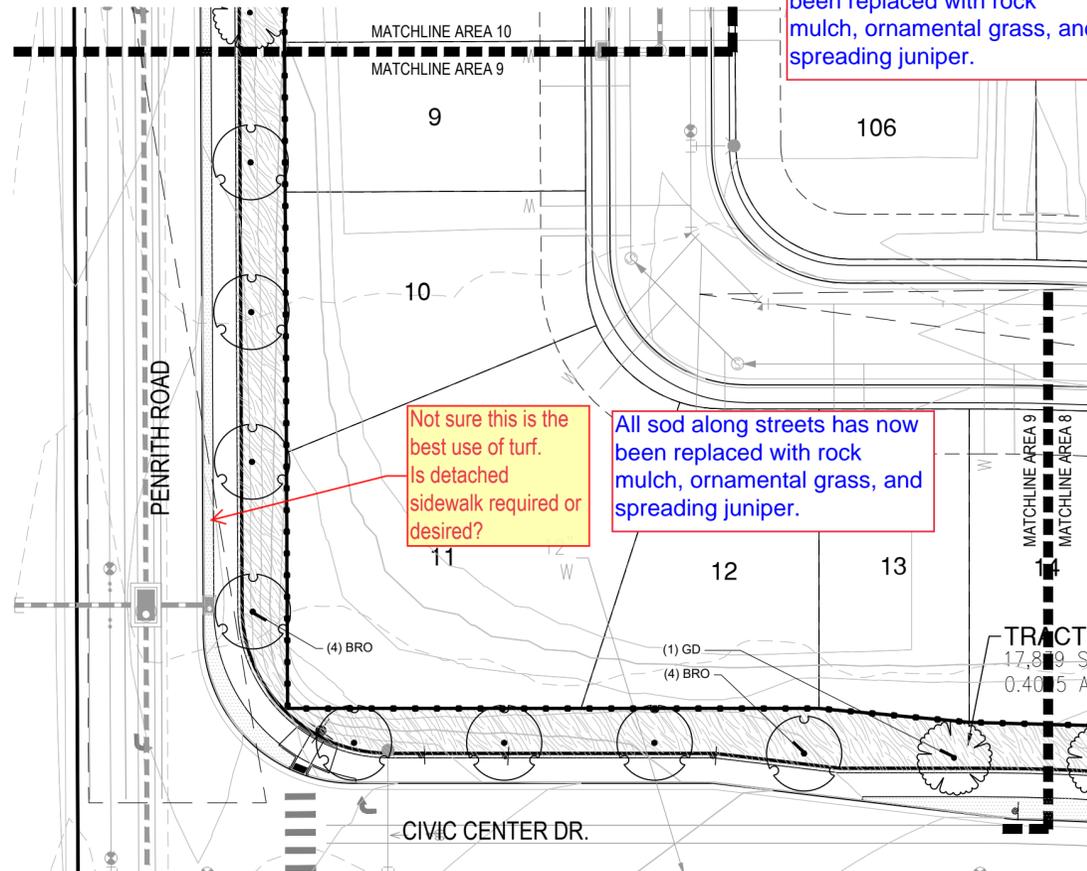
A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH,
RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, COUNTY OF ADAMS,
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TOTAL AREA = 2,558,652 SQ. FT. OR 58.739 ACRES MORE OR LESS

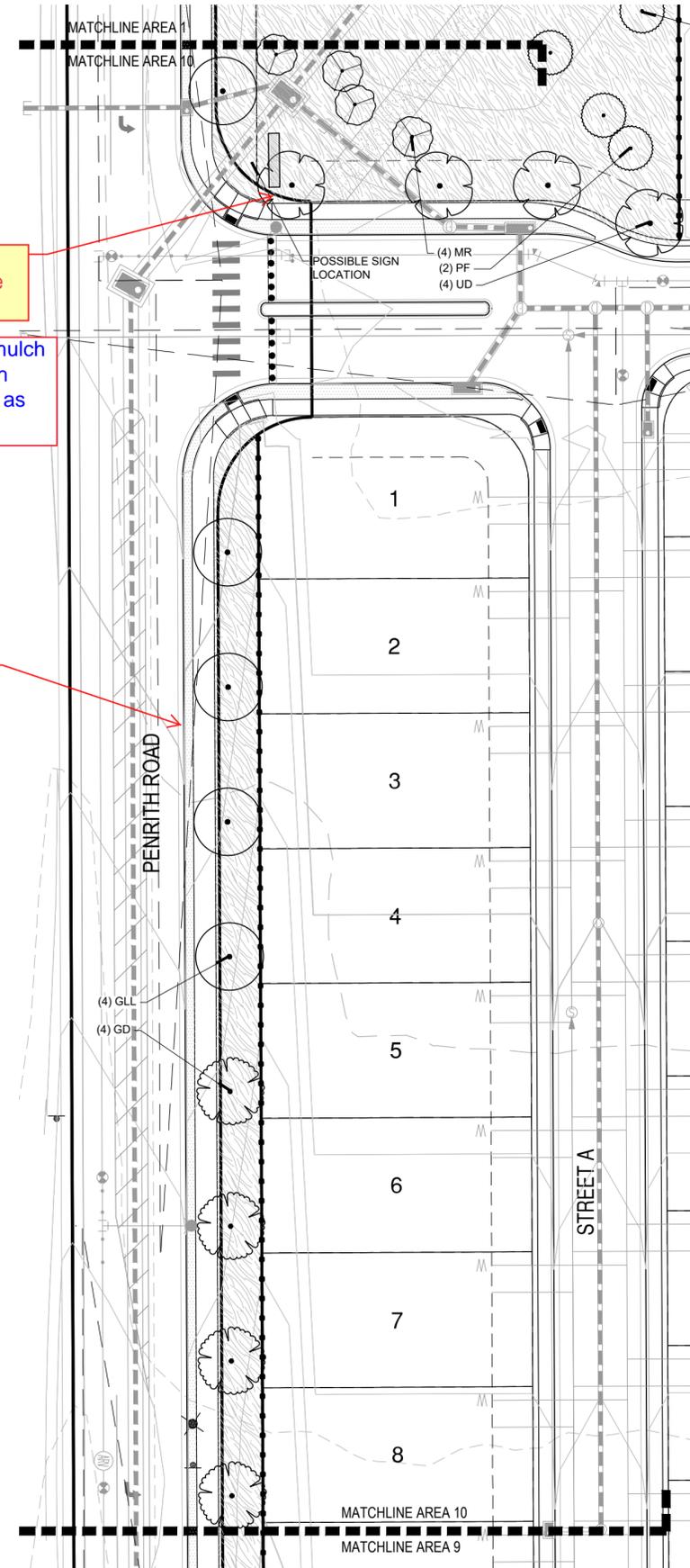


KEY MAP
SCALE: NTS

LEGEND	
	PROPERTY BOUNDARY
	LOT LINE
	3-RAIL FENCE
	STEEL EDGER
	2'-3' BOULDER
	DECIDUOUS TREE
	EVERGREEN TREES
	ORNAMENTAL TREES
	RIPARIAN SEED MIX
	LOW GROW SEED MIX
	SHREDDED BROWN MULCH
	DROUGHT TOLERANT SOD



1 PLANTING PLAN: AREA 9
Scale: 1"= 40'-0"



2 PLANTING PLAN: AREA 10
Scale: 1"= 40'-0"

DESIGNED BY:	MLH	DRAWN BY:	MLH	CHECKED BY:	PS	APPROVED BY:	REVISIONS		
							NO.	DESCRIPTION	DATE

MUEGGE FARMS FILING 7
LANDSCAPE PLAN

DATE: 07/15/2022
 JOB NO: 13301.00

SCALE
 HORIZONTAL: N/A VERTICAL: N/A

MUEGGE FARMS FILING 7 FINAL DEVELOPMENT PLAN

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH,
RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, COUNTY OF ADAMS,
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Need elevations for all four sides of each model. Confirm porches meet our design guidelines.

Elevations for all 4 side of architecture have been added to the sheets.



Front Elevation 'H-3'

SCALE: 1/4"=1'-0"

REVISIONS		NO.	DESCRIPTION	DATE	BY
DESIGNED BY:	MLH				
DRAWN BY:	MLH				
CHECKED BY:	PS				
APPROVED BY:					

MUEGGE FARMS FILING 7
**ARCHITECTURAL
 ELEVATIONS**

DATE: 07/15/2022
 JOB NO: 13301.00

SCALE
 HORIZONTAL: N/A
 VERTICAL: N/A

MUEGGE FARMS FILING 7 FINAL DEVELOPMENT PLAN

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH,
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STATE OF COLORADO
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Front Elevation '1-3'

SCALE: 1/4"=1'-0"

REVISIONS		DATE	BY
NO.	DESCRIPTION		

DESIGNED BY: **MLH**
 DRAWN BY: **MLH**
 CHECKED BY: **PS**
 APPROVED BY:

MUEGGE FARMS FILING 7

ARCHITECTURAL
ELEVATIONS

DATE: 07/15/2022

JOB NO: 13301.00

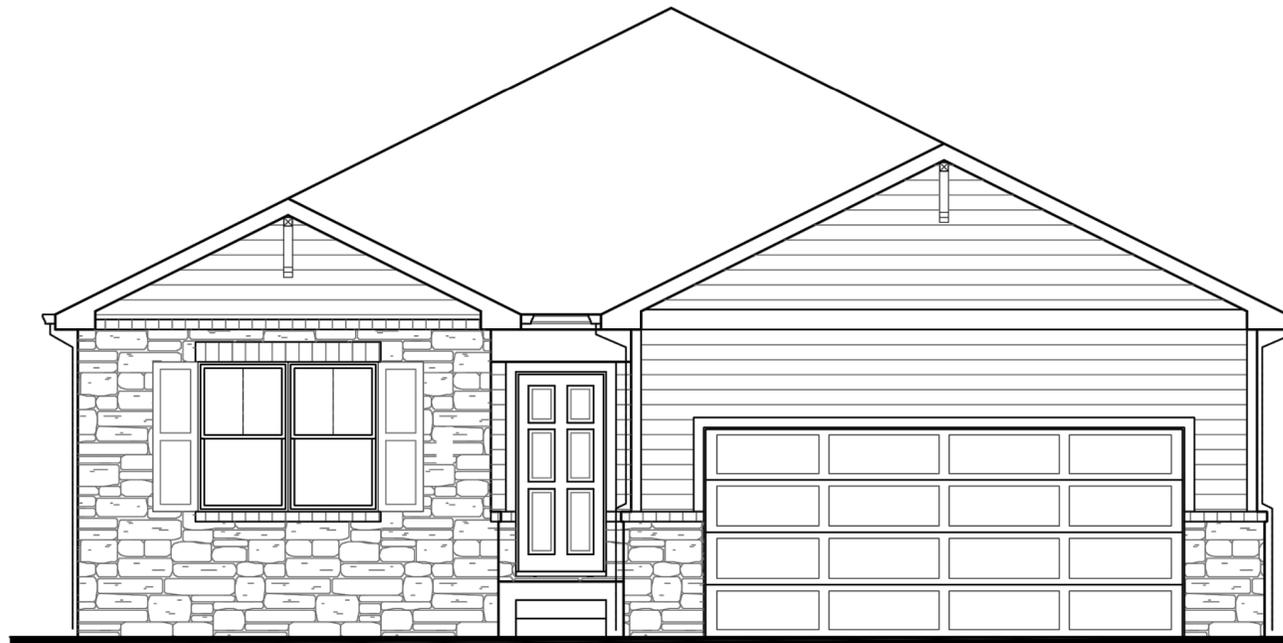
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 HORIZONTAL: N/A VERTICAL: N/A

MUEGGE FARMS FILING 7 FINAL DEVELOPMENT PLAN

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Given this elevation doesn't appear to have a front porch that meets our design guidelines, we need to limit the number. What are you proposing?

Product selection has been changed to reflect this design guidelines.



Front Elevation 'A-3'
 SCALE: 1/4"=1'-0"

REVISIONS		DATE	BY
NO.	DESCRIPTION		

DESIGNED BY: MLH
 DRAWN BY: MLH
 CHECKED BY: PS
 APPROVED BY:

MUEGGE FARMS FILING 7
 ARCHITECTURAL
 ELEVATIONS

DATE: 07/15/2022
 JOB NO: 13301.00
 SCALE
 HORIZONTAL: N/A VERTICAL: N/A

MUEGGE FARMS FILING 7 FINAL DEVELOPMENT PLAN

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH,
RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, COUNTY OF ADAMS,
STATE OF COLORADO
TOTAL AREA = 2,558,652 SQ. FT. OR 58.739 ACRES MORE OR LESS



Front Elevation 'J-3'

SCALE: 1/4"=1'-0"

REVISIONS		DATE	BY
NO.	DESCRIPTION		

DESIGNED BY: MLH
 DRAWN BY: MLH
 CHECKED BY: PS
 APPROVED BY:

MUEGGE FARMS FILING 7

ARCHITECTURAL
ELEVATIONS

DATE: 07/15/2022

JOB NO: 13301.00

SCALE
 HORIZONTAL: N/A VERTICAL: N/A

Subject Muegge Farms PA-1 Filing 7 Final Development Plan Referral Package
Attention Steve Hebert, AICP, Bennett Planning & Economic Development Manager
Sara Aragon, Community Development Manager
From Mike Heugh, PE
Town Traffic Engineer
Date August 11, 2022
Copies to Dan Giroux, PE, Town Engineer

Muegge Farms PA-1 Traffic Impact Analysis (Mar 17, 2022) – Town Traffic Comments

1. Assuming Civic Center Dr is an arterial, town standards require 200' storage with 100' taper. The 100' taper is a minimum. A comment was made in the Major Roads Package that variances to town standards need to be documents. These auxiliary lanes lengths would be part of that. Please evaluate if the taper could be extended more in line with SHAC taper ratios (10:1 for 35mph). This may not be part of PA-1, but since it's adjacent, I'll comment again.
2. Just curious how the SBL 300' storage was calculated on Penrith at Civic Center Dr? Again, probably part of Major Roads Package.

Final Development Plan (July 15, 2022)

1. Page 1, please update traffic consultant information. Michael Heugh, PE. Address is in letter header.
2. What kind of curb ramps are we allowing?
3. The curb ramp in lot 154 seems better suited to be placed in lot 155. This can align with a new curb ramp crossing Street D north of Street M. Then the southern end of the park will have access both E-W and N-S.
4. Please label ROW on the entry streets.
5. The pedestrian ramp design needs to be discussed further with the development team and town staff. Directional ramps that lead pedestrian perpendicular to the roadway are preferred. The ramps shown are close to accomplishing that. I recognize there are several factors that go into the design, so a follow-up meeting should be scheduled to discuss details.

6312 S. Fiddlers Green Circle
Suite 300N
Greenwood Village, CO 80111
T +1.303.771.0900

Subject Muegge Farms PA-1 Filing 7 Final Development Plan Referral Package
– 2nd Submittal

Attention Steve Hebert, AICP, Bennett Planning & Economic Development Manager
Chad Bunger, Community and Economic Development Director

From Mike Heugh, PE
Town Traffic Engineer

Date February 3, 2023

Copies to Dan Giroux, PE, Town Engineer

Muegge Farms PA-1 Traffic Impact Analysis (Dec 15, 2022) – Town Traffic Comments

1. No additional comments.

Final Development Plan (January 3, 2023)

1. No additional comments.



Melinda A. Culley
(303) 298-1601 tel
(303) 298-1627 fax
melinda@kellypc.com

MEMORANDUM

TO: Steve Hebert, Planning Manager
Town of Bennett

FROM: Melinda Culley /s/

DATE: August 16, 2022

RE: Muegge Farms Filing No. 7 Final Plat and FDP

I have reviewed the Final Plat and Final Development Plan (FDP) for Muegge Farms Filing No. 7 and have the following comments:

Final Plat

1. Add the following Ownership and Dedication block to the first page of the plat:

OWNERSHIP AND DEDICATION

Known by all people by these presents, that the undersigned ___insert owner name ___ being the owner of the land shown in this Final Plat and described as follows:

(LEGAL DESCRIPTION)

Have laid out, subdivided and platted said land as per drawing hereon contained under the name and style of ___insert subdivision name ___, a subdivision of a part of the Town of Bennett, County of [Adams/Arapahoe], State of Colorado, and by these presents does hereby dedicate to the Town of Bennett the streets, avenues (and other public places, tracts/outlots) as shown on the accompanying plat for the public use thereof forever and does further dedicate to the use of the Town of Bennett and all serving public utilities (and other appropriate entities) those portions of said real property which are so designated as easements as shown.

It is expressly understood and agreed by the undersigned that all expenses and costs involved in constructing and installing sanitary sewer system works and lines, storm drainage works and lines, water system works and lines, gas service lines, electrical service works and lines, landscaping, curbs, gutters, street pavement, sidewalks, and other utilities and services shall be guaranteed and paid for by the Subdivider or arrangements made by the Subdivider thereof which are approved by the Town of Bennett, Colorado, and such sums shall not be paid by the Town of Bennett, and that any item so constructed or installed when accepted by the Town of Bennett shall become the sole property of said Town of Bennett, Colorado, except private roadway curbs, gutter and pavement and items owned by municipality franchised utilities, other serving public entities, which when constructed or installed shall remain and/or become the property of such municipality franchised utilities, other serving public entities and shall not become the property of the Town of Bennett, Colorado.

2. Add the following Town Approval block to the first page:

TOWN APPROVAL BLOCK

This is to certify that the Plat of insert subdivision name was approved on the _____ day of _____, 20__ by Resolution No. _____ and that the Mayor of the Town of Bennett on behalf of the Town of Bennett, hereby acknowledges said Plat upon which this certificate is endorsed for all purposes indicated thereon.

Mayor

ATTEST: _____
Town Clerk

3. Add the following Clerk and Recorder's Certificate block to the first page:

CLERK AND RECORDER'S CERTIFICATE

I hereby certify that this instrument was filed in my office at _____ o'clock __.m., this _____ day of , 20 __, and is recorded under Reception No. _____,

Clerk and Recorder

Deputy

Final Development Plan

1. Remove the note titled "Vested Property Right Note."

Please contact me if you have any questions. Thanks.

RESOLUTION NO. 971-23

**A RESOLUTION APPROVING THE
MUEGGE FARMS FILING NO. 7 FINAL DEVELOPMENT PLAN**

WHEREAS, there has been submitted to the Board of Trustees of the Town of Bennett a request for approval of a Final Development Plan for Muegge Farms Filing No. 7; and

WHEREAS, all materials related to the proposed Final Development Plan have been reviewed by Town Staff and found with conditions to be in compliance with Town of Bennett land use and development ordinances; and

WHEREAS, after a noticed public hearing, at which evidence and testimony were entered into the record, the Board of Trustees finds that the proposed Final Development Plan should be approved subject to certain conditions.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF BENNETT, COLORADO:

Section 1. The Board of Trustees hereby approves the proposed Final Development Plan for Muegge Farms Filing No. 7, subject to the condition set forth on Exhibit A, attached hereto and incorporated herein by reference.

PASSED AND ADOPTED THIS 25TH DAY OF APRIL 2023.

TOWN OF BENNETT, COLORADO

Royce D. Pindell, Mayor

ATTEST:

Christina Hart, Town Clerk

EXHIBIT A
Muegge Farms Filing No. 7 Final Development Plan
Condition of Approval

1. Before recording the Final Development plan, the applicant shall make minor modifications directed by Town Staff, Town Attorney and Town Engineer.

Suggested Motion

I move to approve Resolution No. 971-23 – A resolution approving the Muegge Farms Filing No. 7 Final Development Plan.

TO: Mayor and Town of Bennett Board of Trustees
FROM: Dan Giroux, Town Engineer
DATE: April 25, 2023
SUBJECT: The Shops at Bennett Subdivision - Subdivision Agreement, Amendment No. 1

Background

The Board of Trustees previously approved a Final Plat for The Shops at Bennett Subdivision, Amendment 1. As a condition of approval, the Subdivider is required to enter into a Subdivision Agreement (SA) regarding the public improvements, other required improvements and infrastructure for the project.

Notable provisions of the proposed SA for The Shops at Bennett Subdivision, Amendment No. 1 include:

- The Subdivider is responsible for constructing approximately \$484,704 in total for public improvements plus additional required private improvements to support utility and emergency services.
- This amount currently does not include Centennial & First Street (SH 79) intersection pedestrian safety and ADA improvements, pending anticipated Colorado Department of Transportation (CDOT) action and improvements planned for this year (2023).
- The Subdivider will have to guarantee the pedestrian and ADA intersection improvements are made, however, in the case that CDOT is unable to complete the improvements for any reason.
- The Subdivider will be allowed up to two (2) Town building permits for commercial lot buyers in the Subdivision prior to completion of the State Highway 79 widening indicated in the Traffic Impact Study for the development.
- The Agreement includes provisions to relax this building permit limit by action of the Town Manager and based on diligent progress by the Subdivider with CDOT towards the widening design, permitting and construction.
- The Subdivider will satisfy the 10% public land dedication for the property by paying cash in lieu of dedication to the Town in the amount of \$20,700, in addition to recognition of the use of 0.13 acres of the property for the current First Street / SH 79 north-south sidewalk.
- The Subdivider will reimburse the Town for the existing First Street / SH 79 north-south sidewalk construction from the Dollar General store south to Bennett Avenue.

There is no school land dedication requirement for commercial development in Town as commercial uses do not generate students.

Staff Recommendation

Staff recommends approving The Shops at Bennett Subdivision, Amendment No. 1 per the attached resolution. Alternatively, the Board can provide Town staff direction on revisions to the proposed SA.

Attachments

1. The Shops at Bennett Subdivision, Amendment No. 1, Subdivision Agreement
2. Resolution No. 972-23

SUBDIVISION AGREEMENT

**The Shops at Bennett
Subdivision, Amendment 1**

THIS AGREEMENT is made and entered into this _____ day of _____, 2023, by and between the **TOWN OF BENNETT**, a Colorado municipal corporation, whose address is 207 Muegge Way, Bennett, CO 80102 ("Town"), and _____, a Colorado limited liability company ("Subdivider"), and _____, a Colorado limited liability company ("Land Owner").

WHEREAS, a Final Subdivision Plat for The Shops at Bennett Subdivision, Amendment 1 ("Subdivision" or "Plat"), including construction documents for the Subdivision, a copy of which Plat is attached hereto as Exhibit "A" and incorporated herein by reference, has been reviewed and approved by the Planning Commission and Town Board of Trustees; and

WHEREAS, the Subdivision is to be developed as a multi-lot commercial development within the Town, under applicable provisions of the Bennett Municipal Code; and

WHEREAS, the subdivision regulations of the Town require that the Subdivider enter into a Subdivision Agreement ("Agreement") with the Town relative to improvements related to the Subdivision.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant and agree as follows:

1.0 GENERAL CONDITIONS

1.1 Subdivision Obligation. Subdivider shall be responsible for performance of the covenants set forth herein.

1.2 Engineering Services. Subdivider agrees to furnish, at its expense, all necessary engineering services relating to the design and construction of the Subdivision and the Schedule of Improvements described in Exhibit "B", attached hereto and incorporated herein by this reference (collectively, the "Work"). Said engineering services shall be performed by or under the supervision of a Registered Professional Engineer or Registered Land Surveyor, or other professionals as appropriate, licensed by the State of Colorado, and in accordance with applicable Colorado law; and, except as otherwise provided in this Agreement, shall conform to the standards and criteria for public improvements as established and approved by the Town as of the date of submittal to the Town.

1.3 Construction Standards and Deadline; Phasing Plan.

(a) Subdivider shall construct the Work, including but not limited to all water lines, sanitary sewer collection lines, storm sewer lines, streets, curbs, gutter, sidewalks, landscaping, bikepaths, and any other improvements constructed in relation to the Subdivision that are included in

the Work, in accordance with the construction documents approved in writing by the Town ("Construction Documents"), and with the approved plat, and in full conformity with the Town's construction specifications applicable at the time of the initial approval of the Construction Documents. Such approval shall continue in effect for one (1) year from the date of such approval. In the event that the Subdivider commences or performs any construction after such one (1) year period, the Subdivider shall resubmit the project utility plans to the Town for reexamination. The Town may require such Subdivider to comply with the Applicable Laws that are in effect at the time of resubmittal. For purposes hereof, "Applicable Laws" means all applicable laws, ordinances, regulations, permits, licenses, standards, specifications and other requirements of the Town or any other government agencies or authorities having jurisdiction over the Subdivision or the Work.

(b) Subdivider and the Town agree that the improvements required by this Agreement will be constructed in multiple phases (each a "Phase" and collectively, the "Phases"), as set forth in the Phasing Plan attached hereto as Exhibit "F". Any modification to the Phasing Plan must be approved in accordance with Section 8.6.

(c) The Construction Schedule for the completion of the Work in each Phase (such Initial Construction Schedule, as may be amended in accordance with this Agreement, the "Construction Schedule"), that includes milestones ("Construction Milestones") for the Work in such Phase, estimated dates by which Subdivider expects to meet such Construction Milestones, and estimated dates by which Subdivider expects to achieve Conditional Acceptance (defined in Section 1.6) of the Work (the "Conditional Acceptance Date") in such Phase is set forth on Exhibit "F" hereto. Conditional Acceptance Dates cannot be during the winter season November 1-March 1 unless extended, weather permitting, at the discretion of the Public Works Director. Following the giving of the commencement notice ("Commencement Notice") for the Work, Subdivider shall use commercially reasonable efforts to meet the Construction Milestones for, and to substantially complete, its portion of the Work by the applicable Conditional Acceptance Date, subject to this Section. If Subdivider determines during the performance of the Work that it will be unable to meet a Construction Milestone or achieve Conditional Acceptance by the corresponding Conditional Acceptance Date, Subdivider shall have the right to extend such dates for performance (a "Construction Extension") by giving written notice to the Town in which Subdivider states the basis and length for such Construction Extension provided that: (A) a Construction Extension of a Construction Milestone or Conditional Acceptance Date by more than forty-five days, or by more than sixty days in the aggregate when taking into account any prior Construction Extensions, shall require the prior approval of the Town, (B) the Town shall not unreasonably condition, delay, or withhold approval of a Construction Extension, and (C) the approval by the Town shall not be required for Construction Extensions of any days of a Force Majeure Delay (as defined below) or a delay resulting from the actions of the Town. If there is a Construction Extension pursuant to this Section 1.3(c).i, the Construction Schedule modified without further action by the Town to give effect to the Construction Extensions. For purposes of this Agreement "Force Majeure Delays" (including Section 2.4(b)) mean delays suffered by Subdivider or its contractors from causes beyond the reasonable control of Subdivider or such contractors, as applicable, including but not limited to, acts of God, epidemic or pandemic, strikes, work stoppages and unavailability of, or delay in receiving, labor, shortages, unavailability of, or delay in receiving, equipment, fuel, materials, and supplies, failure of another party or any third party to complete work in, on or around the property that impairs the work of Subdivider or its contractors, or the filing of any lawsuit by any adjacent property owner or

homeowner's association, government entity or utility company with respect to the work in question or development of the Subdivision in general, unanticipated, adverse weather conditions, more than customary delays in obtaining any necessary governmental approvals, inspections, or permits, moratoriums, business closures, or restrictions on workplaces imposed or ordered by governmental authorities, war and terrorism, fire or casualty and/or the after-effects of any of the foregoing.

1.4 Development Coordination. Unless specifically provided in this Agreement to the contrary, all submittals to the Town shall be made to the Town Clerk, and all approvals required of the Town in connection with this Agreement shall be rendered by the Town's Mayor, or the Mayor's designee. The Town Engineer shall have general responsibility for coordinating development with Subdivider.

1.5 Plan Submission and Approval. Subdivider shall furnish to the Town complete Construction Documents for the Work, and obtain approval of such plans prior to the commencement of any construction work thereon. The Town shall issue its written approval or disapproval of said Construction Documents as expeditiously as reasonably possible. Said approval or disapproval shall be based upon the standards and criteria for public improvements as established and approved by the Town, and the Town shall notify Subdivider of all deficiencies which must be corrected prior to approval. All deficiencies shall be corrected and said Construction Documents shall be resubmitted to and approved by the Town prior to the construction of any Work. In addition to the foregoing, all sanitary sewer and storm drainage plans shall be submitted to and shall require the approval of the Town prior to the commencement of any of the Work on such improvements. Plans for the Work for the Subdivision may be approved by the Town Manager or their designee and shall not require approval by the Town Board of Trustees.

1.6 Conditional Acceptance. No later than fourteen (14) days after the Work for each Phase is completed, Subdivider shall request inspection by the Town. If Subdivider does not request this inspection within fourteen (14) days of completion of such Work, the Town may conduct the inspection without the approval of Subdivider. Subdivider shall provide "as-built" drawings, in both hard copy and electronic file format acceptable to the Town, and a certified statement of construction costs no later than forty-five (45) days after such Work is completed. If Subdivider has not completed such Work on or before the respective Construction Milestone dates and Conditional Acceptance Dates set forth in the "Phasing Plan" provided for in Section 1.3 herein, subject to Construction Extensions, the Town may exercise its rights to secure performance as provided in Section 8.1 of this Agreement. If the Work completed by Subdivider has been completed in accordance with the Construction Documents and Applicable Laws, the Town shall grant "conditional acceptance" ("Conditional Acceptance"), which shall be subject to Final Acceptance as set forth herein. If the Work completed by Subdivider is unsatisfactory, the Town shall provide written notice to Subdivider of the repairs, replacements, construction or other work required to receive Conditional Acceptance. Subdivider shall complete all needed repairs, replacements, construction or other work within sixty (60) days of said notice, weather permitting, provided, however, that for any matters that will require a longer period of time to complete, Subdivider shall cause to be commenced such correction or completion within such sixty day period and thereafter diligently pursue the same to completion on or before an outside completion date agreed to by the Town and such Subdivider. After Subdivider completes the repairs, replacements, construction, or other work required, Subdivider shall request of the Town a re-inspection of such work to determine if Conditional Acceptance can be granted, and the Town shall

provide written notice to Subdivider of the acceptability or unacceptability of such work prior to proceeding to complete any such work at Subdivider's expense. If Subdivider does not complete the repairs, replacements, construction or other work required within sixty (60) days of said notice, as may be extended as provided above, the Town may exercise its rights to secure performance as provided in Section 8.1 of this Agreement. The Town reserves the right to schedule re-inspections, depending upon scope of deficiencies.

1.7 Maintenance and Warranty of Improvements. For a two (2) year period from the date of Conditional Acceptance of any Work related to the applicable Phase of the Subdivision, Subdivider shall warrant all said Work and, at its own expense, take all actions reasonably necessary to maintain the Work and make all needed repairs or replacements which, in the reasonable opinion of the Town, shall become necessary to conform with the Construction Documents. If within sixty (60) days after Subdivider's receipt of written notice from the Town requesting such repairs or replacements, Subdivider has not completed such repairs (provided, however, that for any matters that will require a longer period of time to complete, Subdivider shall cause to be commenced such correction or completion within such sixty day period and thereafter diligently pursue the same to completion on or before an outside completion date agreed to by the Town and Subdivider), the Town may exercise its rights to secure performance as provided in Section 8.1 of this Agreement.

1.8 Final Acceptance. At least thirty (30) days before two (2) years has elapsed from the issuance of Conditional Acceptance of the Work in respect of each Phase, or as soon thereafter as weather permits, Subdivider shall request a Final Acceptance (as defined below) inspection. The Town shall inspect the improvements and shall notify the Subdivider in writing of all deficiencies and necessary repairs, if any. If there are no deficiencies, or after Subdivider has corrected all deficiencies and made all necessary repairs identified in said written notice, the Town shall issue to Subdivider a letter of "final acceptance" ("Final Acceptance"). If Subdivider does not correct all deficiencies and make repairs identified in said inspection to the Town's satisfaction within sixty (60) days after receipt of said notice, weather permitting (provided, however, that for any matters that will require a longer period of time to complete, Subdivider shall cause to be commenced such correction or completion within such sixty day period and thereafter diligently pursue the same to completion on or before an outside completion date agreed to by the Town and such Subdivider), the Town may exercise its rights to secure performance as is provided in Section 8.1 of this Agreement.

1.9 Reimbursement to Town. Subject to the notification requirements in such Sections, the Town may complete construction, repairs, replacements, or other work for Subdivider pursuant to Sections 1.6, 1.7, 1.8, or 8.1 of this Agreement with funds other than the Improvement Guarantee, in which event Subdivider shall reimburse the Town within thirty (30) days after receipt of written demand and supporting documentation from the Town. If Subdivider fails to so reimburse Town, then Subdivider shall be in default of the Agreement and the Town may exercise its rights under Section 8.1 of this Agreement.

1.10 Testing and Inspection.

(a) Subdivider shall, in respect of the Work, employ, at its own expense, a licensed and registered testing company, previously approved by the Town in writing, to perform all testing of materials or construction that may be reasonably required by the Town, including but not limited to

compaction testing for embankment fills, structural backfills, pipe bedding, trench backfills, subgrades, road base course and asphalt, and concrete strength testing, and shall furnish copies of test results to the Town on a timely basis for Town review and approval as part of conditional acceptance. In addition, at all times during said construction the Town shall have access to inspect the materials and workmanship of said construction, determine the progress of the work, and determine compliance of the work with the applicable Construction Documents and Applicable Laws, and all materials and work not conforming thereto shall be repaired or removed and replaced at Subdivider's expense so as to conform to such applicable Construction Documents and Applicable Laws. The Town Engineer shall be present to inspect the pressure leakage testing of potable waterlines conducted by the Subdivider, and the Subdivider shall employ, at the Subdivider's expense, a testing laboratory acceptable to the Town to conduct bacteriological tests of the potable water lines after the Subdivider has disinfected said lines according to the Town's construction regulations. The Subdivider shall be responsible for, and shall promptly pay upon receipt of invoice therefor, all actual costs incurred by the Town for engineering, planning, inspection, testing, and legal services related to the Work to be constructed under this Agreement or to the administration of this Agreement.

(b) All Work shown on the approved Construction Documents shall be subject to inspection by the Town Engineer. Inspection by the Town Engineer shall not relieve the Subdivider from compliance with the Construction Documents and Applicable Laws in respect of the Work. Inspection services requiring the presence of the Town Engineer are provided Monday through Thursday, except legal holidays, from 9:00 a.m. to 4:00 p.m. During the hours listed above, inspections shall be scheduled a minimum of forty-eight (48) hours in advance with the Town Engineer. Requests for inspection services beyond the hours listed above, shall be submitted a minimum of forty-eight (48) hours in advance to the Town Engineer for approval. All requests for after-hours inspection services shall be made in writing to the Town Engineer. If the request is denied, the work shall not proceed after the time requested until an inspection has been performed during the hours listed above. The Subdivider shall comply with all notification and inspection requirements of the sanitation district serving the property with regard to sanitary sewer and storm drainage improvements

1.11 Financing and Improvement Guarantees.

(a) Except as otherwise specially agreed herein, the Subdivider agrees to install and pay for the Work or otherwise required by this Subdivision as shown on the approved plat, construction documents, utility plans, and other approved documents on file with the Town.

(b) Prior to commencing construction of the Work in a Phase, Subdivider shall submit to the Town an Improvement Guarantee for all Work in such Phase ("Improvement Guarantee"). The term of the Guarantee shall be for a period of one year, subject to automatic renewal for such additional one-year periods of time as are sufficient to cover the completion of construction of the Work in such Phase and shall not be released until Conditional Acceptance of such Work has been granted by the Town except as set forth in Section 1.11(c), below. Said guarantee may be in cash, certified check, or a letter of credit in form and substance as shown on Exhibit "D" attached hereto and incorporated herein by reference ("Letter of Credit"). Said guarantee, if a letter of credit, shall not expire during the winter season (November 1 - March 1). Said Improvement Guarantee shall include, but not be limited to, the costs of street construction, landscaping, fencing, water, sewer, storm sewer and

drainage improvements.

(c) The total amount of the Improvement Guarantee for each Phase shall be calculated as one hundred and fifteen percent (115%) of the total estimated cost including labor and materials of all such Work to be constructed in the Phase. At the time of Conditional Acceptance of all of the Work in a Phase, the Town shall reduce the amount of the required Improvement Guarantee for such Phase to fifteen percent (15%) of the certified statement of construction costs.

(d) Prior to Conditional Acceptance of all of the Work in a Phase, Subdivider may request a reduction in the Improvement Guarantee for any portion of the Work within a Phase that (i) has been completed and (ii) constitutes a distinct system (i.e., water or sewer lines, streets, etc.) or otherwise are reasonably ready to be placed into service independently, as determined by the Town. Such requests shall be made by written request from Subdivider to the Town, accompanied by a certified statement of construction costs for such improvements. If such improvements are satisfactory, as determined by the Town, then the Town shall reduce the required amount of the Improvement Guarantee for the Work in such Phase by 100% of the value of such completed public improvements. Any reduction in the Improvement Guarantee pursuant to this Section 1.11(d) shall not constitute Conditional Acceptance of any of the Work required by this Agreement.

(e) At the time of Final Acceptance of the Work for each Phase, the Town shall release the remaining Improvement Guarantee provided no mechanics' liens have been filed with respect to such Work and the Subdivider is not otherwise in breach of this Agreement. If any mechanics' liens have been filed with respect to the Work, the Town may retain all or a portion of the Improvement Guarantee up to the amount of such liens. If Subdivider fails to have the Work finally accepted within two (2) years of the date of the issuance of Conditional Acceptance or such Work is found not to conform to the Construction Documents Agreement by such date, or to Applicable Laws, then Subdivider shall be in default of the Agreement and the Town may exercise its rights under Section 8.1 of this Agreement.

(f) In addition to any other remedies it may have, the Town may, at any time prior to Final Acceptance in respect of the Work in a Phase, draw on any Improvement Guarantee issued or provided pursuant to this Agreement if Subdivider fails to extend or replace any such Improvement Guarantee at least thirty (30) days prior to expiration of such Improvement Guarantee. If the Town draws on the guarantee to correct deficiencies and complete improvements, any portion of said guarantee not utilized in correcting the deficiencies and/or completing improvements shall be returned to Subdivider within thirty (30) days after said Final Acceptance. In the event that the Improvement Guarantee expires or the entity issuing the Improvement Guarantee becomes non-qualifying, or the cost of improvements and construction is reasonably determined by the Town to be greater than the amount of the security provided, then the Town shall furnish written notice to the Subdivider of the condition, along with supporting documentation, and within thirty (30) days of receipt of such notice the Subdivider shall provide the Town with a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance with the requirements of this Section 1.11. If such an Improvement Guarantee is not submitted or maintained, then Subdivider, subject to the other Subdivider's right to cure any failure to perform by such Subdivider as provided in Section 8.1, is in default of this Agreement and is subject to the provisions of Section 8.1 of this Agreement, as well as the suspension of development activities by the Town including, but not limited to, the issuance of

building permits and certificates of occupancy; provided, however, that no additional 30-day notice to cure under Section 8.1 is required prior to the suspension of the issuance of building permits and certificates of occupancy.

1.12 Indemnification and Release of Liability. Subdivider agrees to indemnify and hold harmless the Town, its officers, employees, agents, and servants, and to pay any and all judgments rendered against said persons on account of any suit, action, or claim caused by, arising from, or on account of acts or omissions by the Subdivider, its officers, employees, agents, consultants, contractors, and subcontractors, and to pay to the Town and said persons their reasonable expenses, including, but not limited to, reasonable attorney's fees and reasonable expert witness fees, incurred in defending any such suit, action or claim; provided, however, that Subdivider's obligation herein shall not apply to the extent said suit, action or claim results from any acts or omissions of officers, employees, agents or servants of the Town or conformance with requirements imposed by the Town. Said obligation of Subdivider shall be limited to suits, actions or claims based upon conduct prior to Final Acceptance by the Town of the construction Work. Subdivider acknowledges that the Town's review and approval of plans for development of the property is done in furtherance of the general public's health, safety and welfare and that no immunity is waived and no specific relationship with, or duty of care to, the Subdivider or third parties is assumed by such review or approval.

1.13 Insurance; OSHA. Subdivider shall, through contract requirements and other normal means, guarantee and furnish to the Town proof thereof that all employees and contractors engaged in the construction of Work are covered by adequate Workers' Compensation Insurance and Public Liability Insurance, and shall require the faithful compliance with all provisions of the Federal Occupational Safety and Health Act (OSHA).

1.14 Issuance of Building Permits and Certificates of Occupancy. Subdivider shall complete all Work and request Conditional Acceptance thereof on or before the applicable Construction Milestones and Conditional Acceptance Dates for such Work in a Phase. In addition:

- (a) No building permits within a Phase shall be issued until the full amount of the Improvement Guarantee for each Phase has been provided to the Town;
- (b) No certificates of occupancy shall be issued within a Phase of the Subdivision until all Work within such Phase have been completed and have been granted Conditional Acceptance; and
- (c) No building permits shall be issued for any structure located in excess of nine hundred feet from a single point of access.

2.0 CONSTRUCTION OF IMPROVEMENTS

2.1 Rights-of-way, Easements and Permits. Before Town may approve the Construction Documents herein agreed upon, Subdivider shall acquire at its own expense and convey to the Town, all necessary land, rights-of-way and easements required by the Town for the construction of the Work. All such conveyances shall be free and clear of liens, taxes and encumbrances and shall be by Special Warranty Deed in form and substance acceptable to the Town Attorney. All title documents shall be recorded by the Town at the Subdivider's expense. The Subdivider shall also furnish, at its own

expense, an ALTA titlepolicy for all interest(s) so conveyed, subject to approval by the Town Attorney.

2.2 Construction. Subdivider shall furnish and install, at its own expense, the Work, in conformance with the subdivision plat and final Construction Documents approved by the Town prior to construction. If Subdivider does not meet the above obligations, then Subdivider shall be in default of the Agreement and the Town may exercise its rights under Section 8.1 of this Agreement. The Subdivider shall provide the Town Engineer with certified Record Plan Transparencies on Black Image Diazo Reverse Mylars upon completion of the Work and other documents as reasonably required by the Town. These documents shall show "as-built" locations of such improvements.

2.3 Utility Coordination and Installation. In addition to the Work described on Exhibit "B", Subdivider shall also be responsible for coordination of and payment for installation of on-site and off-site electric, street lights, natural gas, telephone, fiber, communications and utilities related to the Work. All utilities shall be placed underground to the extent required by the Town Code.

2.4 Off-Site and Special Improvements. There are certain off-site and special public improvements that must be constructed to serve the Subdivision. The parties agree that their obligations for designing, constructing and paying for such off-site improvements are set forth on Exhibit "C", attached hereto and incorporated herein by reference. The Town shall incur no liability in the event the construction of the off-site improvements it is responsible for cannot be completed because of any Force Majeure Delay. In the event the Town is unable to complete off-site improvements it is responsible for, it shall not cause a delay in the issuance of any building permits.

3.0 STREET IMPROVEMENTS

3.1 Street Improvements. For the purposes of this Agreement, "street improvements" shall be defined to include, where applicable, but not limited to, all improvements within the right-of-way such as bridges, sub-base preparation, road base, asphalt, concrete, curb and gutter, medians, entryways, underground utilities, sidewalks, bicycle paths, traffic signs, street name signs, landscaping and drainage improvements. Street improvements other than curbs, gutters, walks and signs, shall not be installed until all utility lines to be placed within the right-of-way have been completely installed, including individual lot service lines leading in from the main to the property line. All street improvements shall be constructed and installed, at the minimum, pursuant to Town-approved plans, specifications, and the Work.

3.2 Street Signs, Traffic Signs and Striping. Subdivider will install, at Subdivider's expense, striping, street name signs, stop signs, speed limit signs and other signs on local, collector and arterial streets related to the Work. Signs and striping shall be installed in a manner reasonably approved by the Town and in accordance with the Model Traffic Code, as fromtime to time amended, and other applicable legal requirements.

4.0 PUBLIC USE DEDICATION, WATER AND LANDSCAPING

4.1 Public Use Dedication.

(a) Subdivider shall convey, prior to the issuance of any building permits, to the

Town certain lands as described on and at such times as set forth on Exhibit "E" attached hereto and incorporated herein by reference. Said conveyance shall be by Special Warranty Deed in form and substance satisfactory to the Town Attorney. The Subdivider shall, at Subdivider's expense, furnish a commitment for title insurance on the property it is to convey to the Town. The property shall be free and clear of liens, taxes and encumbrances, except for ad valorem real property taxes for the calendar year of conveyance and thereafter, but subject to all easements, right-of-way, reservations, restrictions, or other title burdens of record, or those easements and rights-of-way which would be readily apparent from a physical inspection. The Subdivider shall, at its expense, cause a title policy in conformance herewith to be delivered to the Town at the time of conveyance.

(b) The Subdivider specifically represents that to its actual knowledge (1) all portions of the Subdivision dedicated to the Town associated with this development are in compliance in all material respects with all environmental protection and anti-pollution laws, rules, regulations, orders, and requirements, including solid waste requirements, as defined by the US Environmental Protection Agency Regulations at 40 C.F.R., Part 261, and (2) as to such portions of the property as are dedicated to the Town pursuant to this development, such property is in compliance in all material respects with all such requirements pertaining to the disposal or existence in or on such dedicated property of any hazardous substances, pollutants, or contaminants, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder. The Subdivider does hereby indemnify and hold harmless the Town from any liability whatsoever that may be imposed upon the Town by any governmental authority, pertaining to the disposal of hazardous substances, pollutants or contaminants, and cleanup necessitated by leaking underground storage tanks, excavation and/or backfill of hazardous substances, pollutants or contaminants, or environmental cleanup responsibilities of any nature whatsoever on, of or related to any property dedicated to the Town pursuant to this development unless arising solely out of the acts or activities of the Town. The Subdivider further agrees to indemnify and hold harmless the Town from any claims or actions based directly, indirectly or in any manner on any of the aforementioned environmental risks brought against the Town by third parties arising as a result of the dedication of portions of the Property to the Town pursuant to this development unless arising solely out of the acts or activities of the Town. Said indemnification shall not extend to claims, actions or other liability arising as a result of any hazardous substance, pollutants or contaminants generated or deposited by the Town, its agents or representatives, upon portions of the property dedicated to the Town pursuant to this development.

(c) Subdivider shall remit cash in lieu of land dedication of 0.46 acres in the amount of \$ 20,700.00, which shall be paid by Subdivider to the Town, as directed by the Town. Subdivider shall pay this amount in full, prior to the issuance of the first building permit for the Subdivision.

4.2 Landscape Improvements. For public lands and rights-of-way within the Subdivision, Subdivider shall furnish to the Town complete final landscape and irrigation plans and obtain approval thereof by the Town prior to commencement of the Work. Subdivider shall construct the landscape improvements as required in landscape and irrigation plans approved by the Town. For private landscape improvements, excluding single family detached residential lots, Subdivider shall furnish a final landscape plan to the Town for approval prior to installation of landscape improvements.

4.3 Water Rights. There are no new water rights being conveyed to the Town, and

therefore, there are no related Water Development Fee credits or consideration being provided by the Town for this Subdivision development.

5.0 WATER LINES

5.1 Specifications.

(a) All water mains, lines and appurtenances thereto shall be constructed and installed by the Subdivider, at the minimum, pursuant to the approved Construction Documents and Applicable Laws.

(b) All of the water lines, fire hydrants, valves, fittings, and appurtenances as shown on the approved utility plans shall be installed by the Subdivider prior to issuance of any building permits on the property.

6.0 SEWER LINES

6.1 Specifications. All sewer lines and appurtenances thereto shall be constructed and installed by the Subdivider, at the minimum, pursuant to the approved Construction Documents and Applicable Laws, and shall meet the requirements and have the approval of the Town, including both on-site and off-site improvements.

7.0 OTHER IMPROVEMENTS

7.1 Street Lights. The total cost of street light installation shall be the Subdivider's obligation. Subdivider shall cause, at its own expense, the provider of electric and power service to install all required street lighting pursuant to Town-approved plans and specifications. Said street lights shall be installed concurrently with the streets on which they are located.

7.2 Drainage Improvements.

(a) Drainage improvements Work for the Subdivision shall be constructed by Subdivider and, at the minimum, in accordance with plans and specifications approved by the Town and in accordance with the minimum requirements for storm drainage facilities as have been established by the Town. All storm drainage facilities shall be so designed and constructed by the Subdivider as to protect downstream and adjacent properties against injury and adequately serve the Subdivision. No overlot grading shall be initiated by Subdivider until the Town issues written approval of utility plans.

(b) Drainage improvements shall be completed and granted conditional acceptance by the Town prior to the issuance of building permits. Completion of the improvements shall include the certification by a licensed professional engineer that the drainage facilities which serve the development have been constructed in conformance with said approved plans. Any deviation from the approved plans shall be the responsibility of the Subdivider to correct. Said certification shall be submitted to the Town at least two (2) weeks prior to the date of issuance for any subsequent building permit.

(c) Drainage improvements for each lot shall be constructed by the Subdivider, at the minimum, in accordance with plans approved at the time of Plat approval. Said plans shall conform to the Town's then existing flood plain regulations. Subdivider shall furnish copies of approved plans to subsequent purchasers of lots. Any changes from the approved plans with respect to grade elevation or storm drainage facility configuration that occur as a result of the construction of structures and/or other development of lots, whether by the Subdivider or other parties, shall require the approval of the Town. The Town may withhold the issuance of building permits and certificates of occupancy until the Town has approved such changes as being acceptable for the safe and efficient delivery of storm drainage water.

7.3 Trash, Debris, Mud. Subdivider agrees that during construction of the Work, Subdivider shall take any and all steps necessary to control trash, debris and wind or water erosion in the Subdivision relating to the Work. If the Town determines that said trash, debris or wind or water erosion causes damage or injury or creates a nuisance, Subdivider agrees regarding the Work, to abate said nuisance and/or to correct any damage or injury within ten (10) working days after notification by Town (provided, however, that for any matters that will require a longer period of time to complete, Subdivider shall cause to be commenced such correction or completion within such ten (10) day period and thereafter diligently pursue the same to completion on or before an outside completion date agreed to by the Town and Subdivider). If, after such extensions as may be applicable, Subdivider does not abate said nuisance, or if an emergency situation exists, to be determined by the Town in its sole discretion, the Town may abate the nuisance and/or correct any damage or injury without notice to Subdivider at Subdivider's expense. Subdivider also agrees to take any and all steps necessary to prevent the transfer of mud or debris from the construction site onto public rights-of-way and to immediately remove such mud and debris from public rights-of-way after notification by the Town. If Subdivider does not abate such mud or debris, or if an emergency exists, Town may abate the same at Subdivider's expense.

7.4 Limitation of Construction Hours. The operation of construction equipment shall be prohibited between the hours of 7:00 p.m. and 7:00 a.m. The Town Manager may, upon written application and for good cause, alter the hours of operation for a defined period of time.

8.0 MISCELLANEOUS TERMS

8.1 Breach of Agreement. In the event that the Subdivider should fail to timely comply with any of the terms, conditions, covenants and undertakings of the Agreement, and if such noncompliance is not cured and brought into compliance within sixty (60) days of written notice ("Default Notice") of breach by the Town to the Subdivider, and if such non-compliance is not cured within such sixty day period, the Subdivider has not commenced such cure within such sixty-day period and thereafter diligently pursued the same to completion within a reasonable time thereafter, the Subdivider shall be in "Default" and, then the Town may draw upon any Improvement Guarantee posted by the Subdivider and complete the Work (the "Assumed Work") within the Phase or Phases corresponding to the Improvement Guarantee so drawn at the Subdivider's expense. Subdivider's expense shall be limited to the actual costs incurred by the Town, based on a reasonably detailed description of the Assumed Work that the Town has completed and a list of the amounts paid by the Town to contractors, subcontractors, and suppliers (including copies of invoices, paid receipts). Notice

by the Town to the Subdivider will specify the conditions of default. In the event that no Improvement Guarantee has been posted, or the Improvement Guarantee has been exhausted or is insufficient, then the Town has the right to enforce the restrictions on the issuance of building permits, and other approvals or permits, and, if it chooses, to begin work on the Improvements at the expense of the Subdivider, subject to the above requirements for reimbursement. If the Town determines in its sole discretion that an emergency exists, such that the improvement must be completed in less than seven (7) days, the Town may immediately draw upon the Improvement Guarantee if available and may complete the Improvements at Subdivider's expense (but subject to the above requirements for reimbursement) even if the improvement guaranty is not available; in such event, the Town shall use its best efforts to notify Subdivider at the earliest practical date and time. The Town may also, during the cure period and until completion of the improvements in compliance with this Agreement, withhold any additional building permits, certificates of occupancy, or provision of new utilities fixtures or services. Nothing herein shall be construed to limit the Town from pursuing any other remedy at law or in equity, which may be appropriate under municipal, state or federal law. Completion of the Work shall be subject to Construction Extensions and any delays within the period of such Construction Extensions shall not be considered a breach of the Agreement. Any costs incurred by the Town, including, but not limited to, administrative costs and reasonable attorney's fees, in pursuit of any remedies due to the breach by the Subdivider shall be the responsibility of the Subdivider. The Town may deduct these costs from the Improvement Guarantee.

8.2 Final Utility Plan.

(a) It is understood and agreed by the parties that a Final Utility Plan for the Subdivision, and supporting reports deemed necessary by the Town, shall be prepared and submitted by the Subdivider for approval as set forth in this Section. The Final Utility Plan shall be prepared in accordance with all applicable criteria of the Town in effect as of the date of this Agreement. The Subdivider shall submit said Plan to the Town for approval no later than thirty (30) days after the Town has granted final plat approval for the Subdivision.

(b) Subdivider agrees that the Town shall not grant approval of the Final Utility Plan until and unless all of the Town's comments and requirements concerning said Plan have been addressed to the satisfaction of the Town. The Final Utility Plan shall be approved by the Town before the final Subdivision Plat is recorded by the Town.

8.3 Recording of Agreement. The Town shall record this Agreement at Subdivider's expense in the office of the Clerk and Recorder, County of Adams, State of Colorado, and the Town shall retain the recorded Agreement.

8.4 Binding Effect of Agreement. This Agreement shall run with the land included within the Subdivision and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

8.5 Assignment, Delegation and Notice. Subdivider shall provide to the Town for approval written notice of any proposed transfer of title to any portion of the Subdivision and of the Subdivision Agreement obligations to any successor, as well as arrangements, if any, for delegation of the improvement obligations hereunder, which approval by the Town shall not be unreasonably withheld,

conditioned or delayed. Subdivider and successor shall, until written Town approval of the proposed transfer of title and delegation of obligations, be jointly and severally liable for the obligations of Subdivider under this Agreement.

8.6 Modification and Waiver. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

8.7 Addresses for Notice. Any notice or communication required or permitted hereunder shall be given in writing and shall be personally delivered, or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

Town:

Town of Bennett
Town Clerk
207 Muegge Way
Bennett, CO 80102

SUBDIVIDER:

_____ [Subdivider Name]
_____ [Address]
_____ [City, State, Zip]

LAND OWNER:

_____ [Land Owner Name]
_____ [Address]
_____ [City, State, Zip]

or to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

8.8 Force Majeure. Whenever Subdivider is required to complete construction, maintenance, repair, or replacement of improvements by an agreed upon deadline, said deadline shall be extended for a reasonable time if the performance cannot as a practical matter, be completed in a timely manner due to Force Majeure Delays.

8.9 Approvals. Whenever approval or acceptance of a matter is required or requested of the Town pursuant to any provisions of this Agreement, the Town shall act reasonably in responding to such matter.

8.10 Previous Agreements. All previous written and recorded agreements between the parties, their successors, and assigns, including, but not limited to, any Annexation Agreement, shall remain in full force and effect and shall control this Subdivision. If any prior agreements conflicts with this Agreement, then this Agreement controls.

8.11 Title and Authority. Land Owner warrants to the Town that it is the record owner for the property within the Subdivision or is acting in accordance with the currently valid and unrevoked

power of attorney of the record owner hereto attached. The undersigned further warrant having full power and authority to enter into this Agreement.

8.12 Severability. This Agreement is to be governed and construed according to the laws of the State of Colorado. In the event that upon request of Subdivider or any agent thereof, any provision of the Agreement is held to be violative of the municipal, state, or federal laws and hereby rendered unenforceable, the Town, in its sole discretion, may determine whether the remaining provisions will or will not remain in force.

8.13 Agreement Status After Final Acceptance. Upon Final Acceptance by Town of all Work and compliance by Subdivider with all terms and conditions of this Agreement, and provided that no litigation or claim is pending relating to this Agreement, this Agreement shall no longer be in effect except for the provisions of Sections 1.11 and 4.1(b) hereof, which provisions shall remain in effect and survive any expiration or termination of this Agreement.

8.14 No Obligations of Land Owner. Land Owner is signing this Agreement for the purpose of consenting to the performance of the Work by the Subdivider and the Town as contemplated hereunder, and Land Owner shall have no obligation for the performance of the Work or any costs or surety associated therewith.

8.15 No Joint Venture or Partnership/No Assumption of Liability. Nothing contained in this Agreement is intended to create a partnership or joint venture between the Town and any party hereto, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not provide for the joint exercise by the parties of any activity, function or service, nor does it create a joint enterprise, nor does it constitute any party hereto as any agent of any other party hereto for any purpose whatsoever.

8.16 Execution; Effective Date. This Agreement shall be effective on the date and means the date (the "Effective Date") that all parties have executed and delivered this Agreement. If one party executes this Agreement before the other parties, then this instrument will (i) be an offer (subject to withdrawal in writing) by the party first executing this instrument to enter into an agreement upon the terms set forth in this instrument and (ii) become a binding agreement between the parties only when all parties have executed and delivered it.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

TOWN OF BENNETT, COLORADO

By: _____
Mayor

ATTEST:

By: _____

Town Clerk

SUBDIVIDER:

_____ [SUBDIVIDER NAME],

By: _____

Its: _____

ACKNOWLEDGMENT

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, by _____.

My commission expires: _____

(SEAL)

Notary Public

LAND OWNER:

_____ [LAND OWNER NAME],

By: _____
[Land Owner Signer, Title]

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023,
by _____ [Land Owner Signer] as _____ [Title]
of _____ [Land Owner Company].

My commission expires: _____

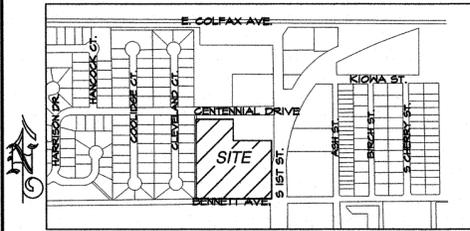
(SEAL)

Notary Public

EXHIBIT A

REDUCED COPY OF SUBDIVISION PLAT

THE SHOPS AT BENNETT SUBDIVISION, AMENDMENT NO.1 FINAL PLAT



VICINITY MAP
 NTS

PURPOSE STATEMENT

TO REPLAT ALL OF TRACT A, THE SHOPS AT BENNETT SUBDIVISION, INTO FIVE LOTS.

OWNERSHIP AND DEDICATION

KNOWN BY ALL PERSONS BY THESE PRESENTS, THAT THE UNDERSIGNED BEING THE OWNER OF THE LAND SHOWN IN THIS FINAL PLAT AND DESCRIBED AS FOLLOWS:

TRACT A, THE SHOPS AT BENNETT SUBDIVISION, A SUBDIVISION RECORDED AT RECEPTION NO. 2021000112038 OF THE RECORDS OF ADAMS COUNTY, COLORADO, SITUATED IN THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO.

HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LAND AS PER DRAWING HEREON CONTAINED UNDER THE NAME AND STYLE OF THE SHOPS AT BENNETT SUBDIVISION, AMENDMENT NO. 1, A SUBDIVISION OF A PART OF THE TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO, AND BY THESE PRESENTS DOES HEREBY DEDICATE TO THE TOWN OF BENNETT THE STREETS, AVENUES (AND OTHER PUBLIC PLACES, TRACTS/OUTLOTS) AS SHOWN ON THE ACCOMPANYING PLAT FOR THE PUBLIC USE THEREOF FOREVER AND DOES FURTHER DEDICATE TO THE USE OF THE TOWN OF BENNETT AND ALL SERVING PUBLIC UTILITIES (AND OTHER APPROPRIATE ENTITIES) THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE SO DESIGNATED AS EASEMENTS AS SHOWN.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT ALL EXPENSES AND COSTS INVOLVED IN CONSTRUCTING AND INSTALLING SANITARY SEWER SYSTEM WORKS AND LINES, STORM DRAINAGE WORKS AND LINES, WATER SYSTEM WORKS AND LINES, GAS SERVICE LINES, ELECTRICAL SERVICE WORKS AND LINES, LANDSCAPING, CURBS, GUTTERS, STREET PAVEMENT, SIDEWALKS, AND OTHER UTILITIES AND SERVICES SHALL BE GUARANTEED AND PAID FOR BY THE SUBDIVIDER OR ARRANGEMENTS MADE BY THE SUBDIVIDER THEREOF WHICH ARE APPROVED BY THE TOWN OF BENNETT, COLORADO, AND SUCH SUMS SHALL NOT BE PAID BY THE TOWN OF BENNETT, AND THAT ANY ITEM SO CONSTRUCTED OR INSTALLED WHEN ACCEPTED BY THE TOWN OF BENNETT SHALL BECOME THE SOLE PROPERTY OF SAID TOWN OF BENNETT, COLORADO, EXCEPT PRIVATE ROADWAY CURBS, GUTTER AND PAVEMENT AND ITEMS OWNED BY MUNICIPALITY FRANCHISED UTILITIES, OTHER SERVING PUBLIC ENTITIES, WHICH WHEN CONSTRUCTED OR INSTALLED SHALL REMAIN AND/OR BECOME THE PROPERTY OF SUCH MUNICIPALITY FRANCHISED UTILITIES, OTHER SERVING PUBLIC ENTITIES AND SHALL NOT BECOME THE PROPERTY OF THE TOWN OF BENNETT, COLORADO.

OWNERSHIP CERTIFICATE

IN WITNESS WHEREOF, SHOPS AT CIVIC CENTER PARK LLC, A COLORADO CORPORATION HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS 17th DAY OF Nov 2022

OWNER: SHOPS AT CIVIC CENTER PARK LLC,

BY: Forrest Charlesworth
 FORREST CHARLESWORTH
 MANAGING, MANAGER

ATTEST: Josh Zygielbaum

STATE OF COLORADO)
)SS
 COUNTY OF Adams)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 17th DAY OF November 2022, BY FORREST CHARLESWORTH, MANAGING MANAGER OF SHOPS AT CIVIC CENTER PARK LLC, A COLORADO CORPORATION

BY: Rachel Hample
 WITNESS MY HAND AND OFFICIAL SEAL.

RACHEL HAMPLE
 NOTARY PUBLIC
 STATE OF COLORADO
 NOTARY ID 20154011396
 MY COMMISSION EXPIRES MAR 28, 2026

MY COMMISSION EXPIRES: 03/28/2026

NOTARY PUBLIC

NOTARY ADDRESS: 207 Mungge Blvd
 Bennett, CO 80102

A REPLAT OF TRACT A, THE SHOPS AT BENNETT SUBDIVISION,
 A PART OF THE SE 1/4 OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 63 WEST
 OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT,
 COUNTY OF ADAMS, STATE OF COLORADO
 SHEET 1 OF 3

GENERAL NOTES:

1. THE ENTIRE PROPERTY IS LOCATED IN ZONE X, AS SHOWN ON THE FLOOD INSURANCE RATE MAP (FIRM) FOR ADAMS COUNTY COLORADO MAP NUMBER 718, COMMUNITY NUMBER 08001C0718H REVISED DATE MARCH 5TH, 2007.
2. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.
3. A BLANKET DRAINAGE EASEMENT, EXCLUDING BUILDING FOOTPRINTS AND EXCLUSIVE EASEMENTS, IS HEREBY GRANTED TO AND BETWEEN ALL LOTS AND TRACTS WITHIN THE SUBDIVISION FOR THE PURPOSES OF CONVEYING SURFACE AND SUBSURFACE STORM WATER, AND CONSTRUCTION, MAINTENANCE, REPAIR AND ACCESS TO THE IMPROVEMENTS. THE UNDERLYING PROPERTY OWNER OR ASSIGNS WILL BE RESPONSIBLE FOR MAINTENANCE OF THE EASEMENT AREA.
4. BEARINGS FOR THIS PLAT ARE BASED ON THE EAST LINE OF THE SE 1/4 OF SECTION 28, T3S, R63W, OF THE 6TH P.M., ADAMS COUNTY, COLORADO. SAID LINE IS ASSUMED TO BEAR N00°06'04"E FROM THE SOUTHEAST CORNER OF SAID SECTION (MONUMENTED WITH A 2 1/2 ALUM. CAP PLS 25379 IN MONUMENT BOX) TO THE EAST 1/4 CORNER OF SAID SECTION (MONUMENTED WITH A 2 1/2" ALUM. CAP PLS 23027)
5. TITLE COMMITMENT BY LAND TITLE GUARANTEE COMPANY ORDER NO. RND70709189-7 AMENDMENT NO.7, HAVING AN EFFECTIVE DATE OF 17th OF NOVEMBER, 2022 WAS RELIED UPON FOR DISCLOSURE OF EASEMENTS OR ENCUMBRANCES THAT AFFECT THIS PLAT. A TITLE SEARCH OF THE SUBJECT PROPERTY WAS NOT DONE BY RIDGELINE LAND SURVEYING.
6. ALL LAND USE APPROVALS AND BUILDING PERMITS FOR THE DEVELOPMENT DESCRIBED HEREIN SHALL BE SUBJECT TO REQUIREMENTS INCLUDING BUT NOT LIMITED TO: THE PAYMENT OF IMPACT FEES AND DEVELOPMENT CHARGES, CONCURRENCY MANAGEMENT REQUIREMENTS, MORATORIUMS, BUILDING PERMIT LIMITATIONS, DESIGN STANDARDS, AND ANY OTHER LAND USE AND DEVELOPMENT REQUIREMENTS IN EFFECT AT THE TIME THAT SUCH PROPOSED DEVELOPMENT APPLIES FOR A BUILDING PERMIT.
7. LINEAL DIMENSIONS SHOWN HEREON ARE U.S. SURVEY FOOT.
8. UNLESS SHOWN OR NOTED OTHERWISE, ALL EASEMENTS WITHIN THE BOUNDARY OF THIS SUBDIVISION THAT WERE PREVIOUSLY GRANTED SHALL REMAIN.
9. THE POLICY OF THE TOWN REQUIRES THAT MAINTENANCE ACCESS SHALL BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY A SUBDIVISION AGREEMENT OR DEVELOPMENT AGREEMENT. SHOULD THE OWNER FAIL TO MAINTAIN SAID FACILITIES, THE TOWN OF BENNETT SHALL HAVE THE RIGHT BUT NOT THE OBLIGATION TO ENTER SAID LAND FOR THE SOLE PURPOSE OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER(S).
10. SURFACED ACCESS ROADS CAPABLE OF WITHSTANDING THE IMPOSED LOADS OF FIRE APPARATUS AND ALL REQUIRED FIRE HYDRANTS SHALL BE INSTALLED AND MADE SERVICEABLE PRIOR TO AND DURING CONSTRUCTION.
11. ALL INTERNAL ROAD AND DRAINAGE FACILITY CONSTRUCTION SHALL BE IN ACCORDANCE WITH STREET CONSTRUCTION PLANS, PAVEMENT DESIGN, GRADING AND EROSION CONTROL PLANS, A FINAL DRAINAGE PLAN AND ALL APPLICABLE TOWN ADOPTED STANDARDS AND SPECIFICATIONS SUBMITTED TO AND APPROVED BY THE TOWN OF BENNETT.
12. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE SUBDIVISION AGREEMENT (SA) APPROVED BY THE TOWN OF BENNETT BOARD OF TRUSTEES. SAID SUBDIVISION AGREEMENT IDENTIFIES AND GUARANTEES PUBLIC IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO STREETS, SIDEWALKS/TRAILS, WATER, SANITARY SEWER, STORM WATER MANAGEMENT AND UTILITIES IS REQUIRED PRIOR TO THE ISSUANCE OF AN INFRASTRUCTURE PERMIT.
13. THERE ARE NO SIGNIFICANT NATURAL DRAINAGE COURSES, GEOLOGIC HAZARD AREAS, OR OTHER NATURAL FEATURES WITHIN OR ADJACENT TO THE SUBDIVISION.
14. NON-EXCLUSIVE UTILITY EASEMENTS LOCATED AS SHOWN ARE HEREBY GRANTED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF UTILITIES AND DRAINAGE FACILITIES, INCLUDING, BUT NOT LIMITED TO STREET LIGHTS, ELECTRIC LINES, GAS LINES, CABLE TELEVISION LINES, FIBER OPTIC LINES, AND TELEPHONE LINES, AS WELL AS PERPETUAL RIGHT FOR INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE, AND REPLACEMENT OF SUCH LINES. WINDOW WELLS, PATIOS, DECKS, STAIRS, RETAINING WALLS, AND THEIR COMPONENTS MAY NOT ENCR OACH INTO THE REQUIRED UTILITY EASEMENTS.
15. SIGHT DISTANCE EASEMENTS ARE HEREBY DEDICATED TO THE TOWN OF BENNETT FOR SIGHT DISTANCE PURPOSES TOGETHER WITH THE FOLLOWING RESTRICTIONS OVER SAID EASEMENTS: NO OBJECT WITHIN THE SIGHT DISTANCE EASEMENTS SHALL BE MORE THAN THIRTY SIX INCHES ABOVE THE FLOWLINE OF THE ADJACENT STREET. SUCH OBJECTS SHALL INCLUDE BUT NOT BE LIMITED TO BUILDINGS, VEGETATION, AND UTILITY CABINETS. PARKING IS ALSO RESTRICTED WITHIN THE EASEMENT.

GENERAL NOTES: (CONTINUED)

16. EASEMENTS SHOWN AND IDENTIFIED ON "AS-PLATTED" DEPICTION WERE GRANTED BY PLAT, THE SHOPS AT BENNETT SUBDIVISION, A SUBDIVISION RECORDED AT RECEPTION NO. 2021000112038 OF THE RECORDS OF ADAMS COUNTY, UNLESS SHOWN OTHERWISE.
17. IMPROVEMENTS ON ALL LOTS ARE SUBJECT TO THE SITE PLAN PROCESS PURSUANT TO CHAPTER 16 OF THE BENNETT MUNICIPAL CODE, AS MAY BE AMENDED.
18. TOTAL DEVELOPED BUILDING SQUARE FOOTAGE IN THIS SUBDIVISION IS LIMITED TO SIXTY-TWO THOUSAND (62,000 SQ.FT.) SQUARE FEET AND NO BUILDINGS CAN EXCEED THIRTY (30') FEET WITHOUT AN APPROVED SECOND VEHICULAR ACCESS TO THE SUBDIVISION.
19. THE TOTAL BUILDING SQUARE FOOTAGE IN THIS SUBDIVISION AND THE DOLLAR GENERAL STORE SHALL NOT EXCEED 62,000 SQUARE FEET, UNLESS A SECOND ACCESS, APPROVED BY THE TOWN OF BENNETT AND BENNETT-WATKINS FIRE RESCUE IS PROVIDED.
20. BASED ON THE FILING 1 AS-BUILT DRAWINGS, THE STORMWATER DETENTION POND FINAL CONSTRUCTION WAS UNDERSIZED FROM THE ORIGINAL APPROVED DESIGN. AS A RESULT, THE TOTAL IMPERVIOUS SQUARE FOOTAGE IN THIS SUBDIVISION AND THE DOLLAR GENERAL STORE SHALL NOT EXCEED 154,875 SQUARE FEET, UNLESS THE STORMWATER DETENTION POND IS ENLARGED TO ACCOMMODATE ADDITIONAL AREA AND FLOWS.

TOWN APPROVAL BLOCK

THIS IS TO CERTIFY THAT THE PLAT OF "THE SHOPS AT BENNETT SUBDIVISION, AMENDMENT NO.1" WAS APPROVED ON THE 11 DAY OF October 2022, BY RESOLUTION NO. 937-22 AND THAT THE MAYOR OF THE TOWN OF BENNETT ON BEHALF OF THE TOWN OF BENNETT, HEREBY ACKNOWLEDGES SAID PLAT UPON WHICH THIS CERTIFICATE IS ENDORSED BY ALL PURPOSES INDICATED THEREON.

James F. Lenz
 MAYOR

James F. Lenz
 ATTEST: TOWN CLERK



SURVEYOR'S CERTIFICATE

I, JAMES F. LENZ, A REGISTERED SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION ON THE 10TH DAY OF JANUARY 2022, AND THAT THE ACCOMPANYING MAP ACCURATELY AND PROPERLY SHOWS SAID SUBDIVISION AND THE MONUMENTS EXIST AS SHOWN HEREON.

SIGNED THIS 11 DAY OF Nov, 2022.

PROFESSIONAL LAND SURVEYOR
 REGISTRATION NUMBER 34583
 FOR AND ON BEHALF OF
 RIDGELINE LAND SURVEYING LLC.



RECORDERS CERTIFICATE

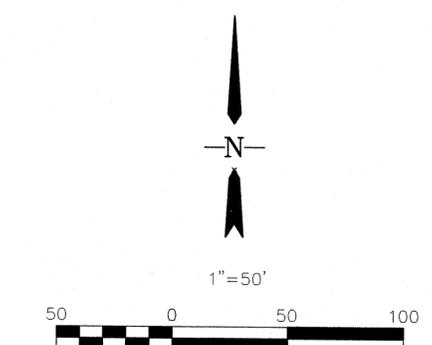
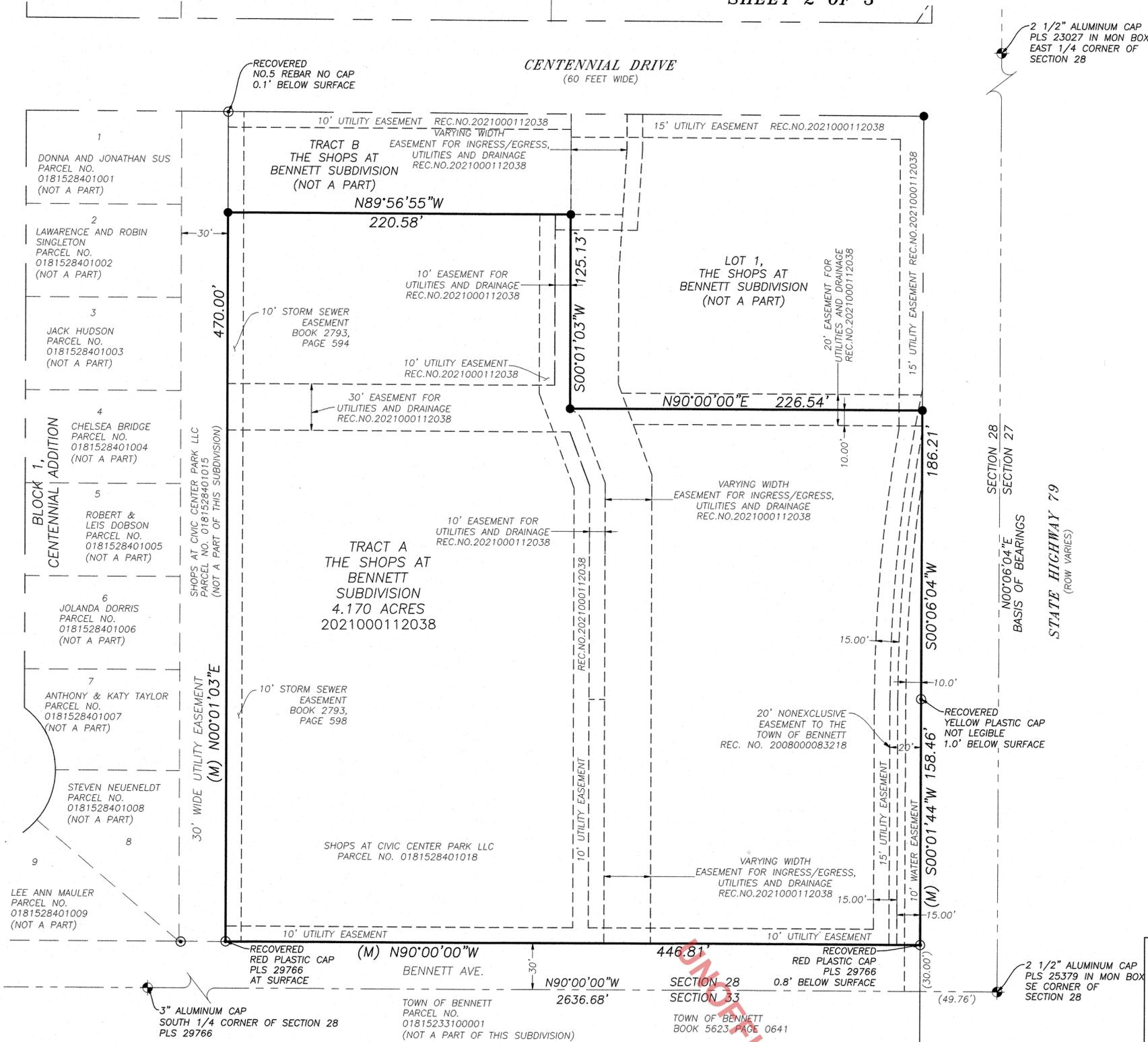
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE OFFICE OF ADAMS COUNTY CLERK AND RECORDER ON THE _____ DAY OF _____, 2022, AT _____ O'CLOCK _____ M., RECEPTION NO. _____, CLERK AND RECORDER _____ DEPUTY _____ BY _____ BY _____

Ridgeline Land Surveying
 4345 BEVERLY STREET, UNIT C
 COLORADO SPRINGS, CO 80918
 TEL: 719.238.2917

PREPARATION DATE	1/1/2022
TOWN COMMENTS	4/5/2022
ACCESS DRIVE	9/8/2022
ADDED NOTES 19-20	11/17/2022

THE SHOPS AT BENNETT SUBDIVISION, AMENDMENT NO.1 FINAL PLAT

A REPLAT OF TRACT A, THE SHOPS AT BENNETT SUBDIVISION,
 A PART OF THE SE 1/4 OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 63 WEST
 OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO
 SHEET 2 OF 3



LEGEND

- SECTION LINE
- TRACT/LOT LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- EASEMENT DIMENSION (45.94')
- FOUND MONUMENT AS SHOWN
- NO.4 PIN AND YELLOW CAP PLS 34583 AT GRADE
- PLSS CORNER (AS SHOWN)
- AL - ALUMINUM
- MON - MONUMENT
- T.O.B. - TOWN OF BENNETT
- (P) - PLATTED
- (M) - MEASURED

Ridgeline Land Surveying
 4345 BEVERLY STREET, UNIT C
 COLORADO SPRINGS, CO 80918
 TEL: 719.238.2917

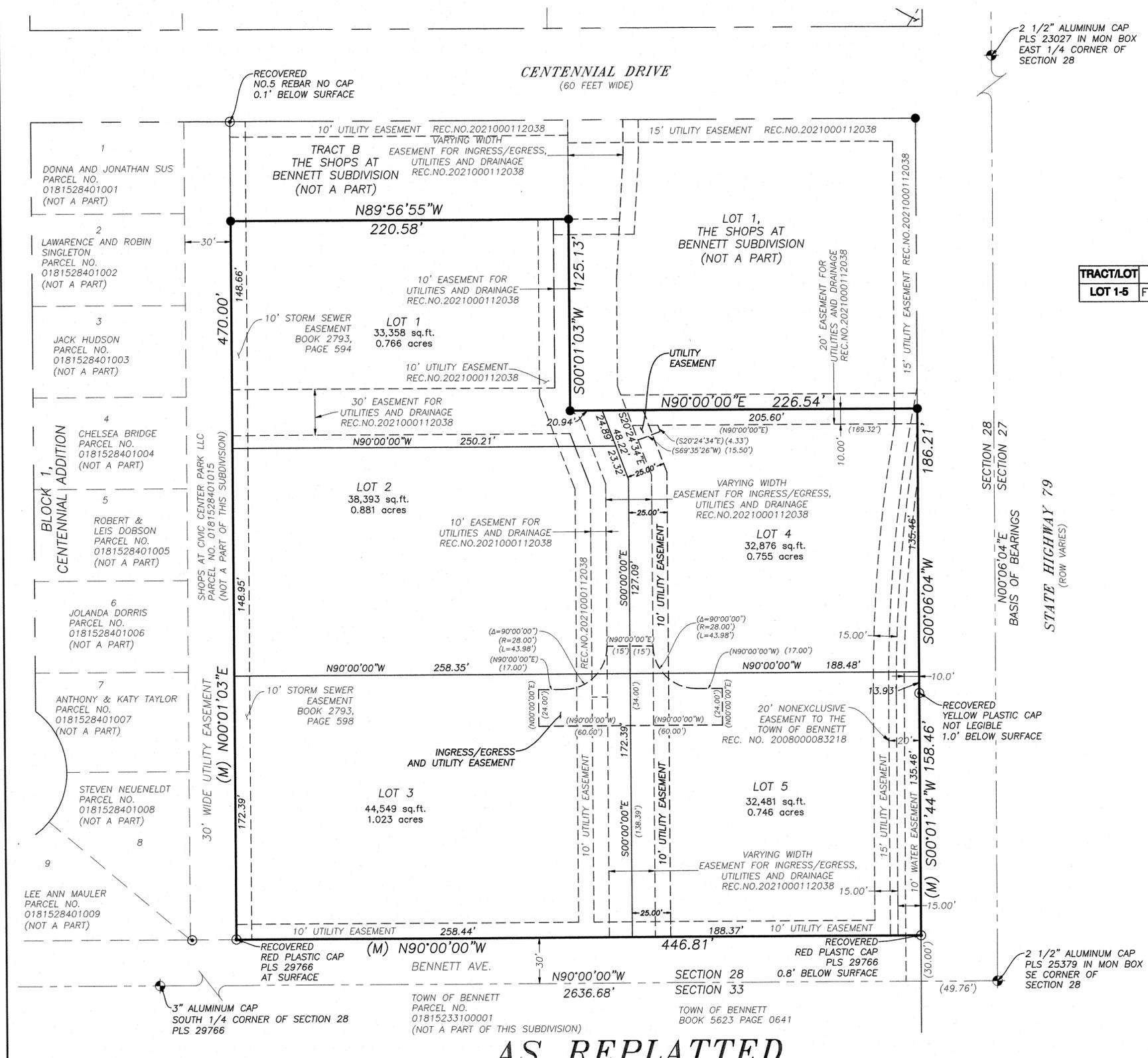
PREPARATION DATE	1/1/2022
TOWN COMMENTS	4/5/2022
ACCESS DRIVE	9/8/2022
ADDED NOTES 19-20	11/17/2022

AS PLATTED

COPY

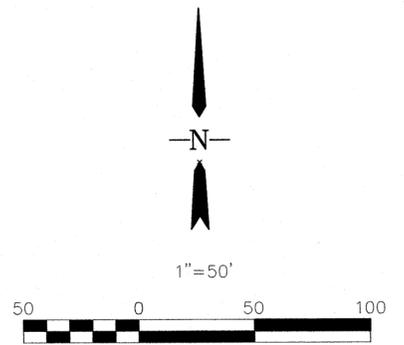
THE SHOPS AT BENNETT SUBDIVISION, AMENDMENT NO.1 FINAL PLAT

A REPLAT OF TRACT A, THE SHOPS AT BENNETT SUBDIVISION,
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 SHEET 3 OF 3



LAND USE TABLE	
GROSS ACREAGE	4.170
NUMBER OF LOTS / ACREAGE	5/4.170
NET ACREAGE FOR PUBLIC STREETS	0
NET ACREAGE FOR PRIVATE USE	4.170

TRACT OWNERSHIP AND MAINTENANCE			
TRACT/LOT	PROPOSED USE	OWNERSHIP	MAINTENANCE
LOT 1-5	FUTURE DEVELOPMENT	SHOPS AT CIVIC CENTER PARK LLC	OWNER OR ASSIGNS



LEGEND

- SECTION LINE ---
- TRACT/LOT LINE ---
- EXISTING EASEMENT ---
- PROPOSED EASEMENT ---
- EASEMENT DIMENSION (45.94')
- FOUND MONUMENT AS SHOWN ⊙
- NO.4 PIN AND YELLOW CAP PLS 34583 AT GRADE ●
- PLSS CORNER (AS SHOWN) ⬠
- AL - ALUMINUM
- MON - MONUMENT
- T.O.B. - TOWN OF BENNETT
- (P) - PLATTED
- (M) - MEASURED

Ridgeline
Land Surveying

4345 BEVERLY STREET, UNIT C
 COLORADO SPRINGS, CO 80918
 TEL: 719.238.2917

PREPARATION DATE	1/1/2022
TOWN COMMENTS	4/5/2022
ACCESS DRIVE	9/8/2022
ADDED NOTES 19-20	11/17/2022

AS REPLATTED

EXHIBIT B
SCHEDULE OF IMPROVEMENTS

THE SHOPS AT BENNETT SUBDIVISION - AMENDMENT NO. 1 PRELIMINARY ENGINEER'S COST ESTIMATE - SUBDIVISION INFRASTRUCTURE					
Item No.	Item	Quantity	Unit	Unit Cost (\$\$\$)	Total Cost (\$\$\$)
	Sanitary Sewer Improvements	1	LS	\$47,500	\$47,500
	Water Improvements	1	LS	\$53,690	\$53,690
	Storm Sewer Improvements	1	LS	\$85,750	\$85,750
	Gravel Utility Access Road	1	LS	\$22,000	\$22,000
	Private Roadway Excavation / Grading	1	LS	\$46,200	\$46,200
	Sidewalk Grading	1	LS	\$7,500	\$7,500
	Erosion Control	1	LS	\$5,500	\$5,500
	Landscaping	1	LS	\$37,000	\$37,000
	Asphalt Pavement	1	LS	\$53,500	\$53,500
	Concrete Curb & Gutter / Sidewalk	1	LS	\$82,000	\$82,000
	SUBTOTAL				\$440,640
	CONTINGENCY @ 10%				\$44,064
	TOTAL FINANCIAL ASSURANCE AMOUNT				\$484,704

The cost estimate submitted herein is based on time-honored practices within the construction industry. As such the engineer does not control the cost of labor, materials, equipment or a contractor's method of determining prices and competitive bidding practices or market conditions. The estimate represents our best judgement as design professionals using current information available at the time of the preparation. The engineer cannot guarantee that proposals, bids and/or construction costs will not vary from this cost estimate.

EXHIBIT C

OFF-SITE AND SPECIAL PUBLIC IMPROVEMENTS

EXHIBIT C

Shops at Bennett Subdivision

Amendment 1

4/19/2023

OFF-SITE & SPECIAL IMPROVEMENT SUMMARY

Service	Page	Description	Design Party	Construction Party	Timeline	Development Fee Status
Transportation	C-3	Centennial-First (SH 79) Pedestrian Improvements	Subdivider, behind CDOT	Subdivider, behind CDOT	Southwest Corner ADA Due 11/1/2023 ----- Full Intersection Due 11/1/2024	No development fee credits provided
Transportation	C-4	First Street (SH 79) Widening per Traffic Study	Subdivider	Subdivider	Required prior to 3rd Building Permit (excludes Dollar General)	No development fee credits provided
Transportation	C-5	First Street (SH 79) Sidewalk Reimbursement	Town	Town	Within 60 days of Mutual Execution of Agreement	No development fee credits provided

Improvement:

Centennial Drive – First Street (State Highway 79) Pedestrian Improvements.

Scope / Description:

- Phase 1: Correction of southwest intersection ADA ramp to include south-side Centennial sidewalk, 79 sidewalk connection ramp, and full ADA ramp landing. Current site configuration is a non-compliant retrofit of the legacy north-south First Street (SH 79) sidewalk winged ramp.
- Phase 2: Addition of ADA-compliant ramps, sidewalks and related improvements at the northwest corner of the intersection, and the northeast corner of the intersection, including all signage, crosswalk striping, and pedestrian assistance elements as required by the Town and/or the Colorado Department of Transportation (CDOT).

Timeline Sequence:

- Phase 1 required Town Conditional Acceptance (CA) prior to official, formal close of Town construction season, November 1, 2023.
- Phase 2 required Town Conditional Acceptance (CA) prior to official, formal close of Town construction season, November 1, 2024.

Party Responsible for Design & Engineering:

Currently in design for 2023 construction through CDOT. Should CDOT fail to complete the improvement, the Subdivider shall be responsible for the design and engineering, including construction drawings.

Party Responsible for Permitting:

Should CDOT fail to complete the improvement, the Subdivider shall be responsible for permitting of the improvements through the Town, CDOT and other jurisdictions as required.

Party Responsible for Easement/Right-of-Way Acquisition:

Should CDOT fail to complete the improvement, the Subdivider shall be responsible for acquisition of sufficient easement and/or right-of-way to complete and maintain the required improvements.

Party Responsible for Construction:

Should CDOT fail to complete the improvement, the Subdivider shall be responsible for the construction and/or installation of the required improvements.

Cost Allocation Notes:

- Should CDOT fail to complete the improvement, the Subdivider shall be responsible for the construction and/or installation of the required improvements.
- Should Subdivider have to fulfill the commitment for these pedestrian improvements in lieu of CDOT as described in this Agreement, there will be no Town cost contribution.
- No Town Transportation Development Impact Fee or other credit or reduction is available for this improvement.
- No upside or cost reimbursement is available for this improvement.

Improvement:

First Street (State Highway 79) Widening Improvements.

Scope / Description:

First Street (State Highway 79) widening indicated by the Subdivision Traffic Impact Study, expected to include a new southbound turn and acceleration lane, extending south from Centennial Drive, to Bennett Avenue, or the appropriate south transition and termination point, as determined by the Colorado Department of Transportation (CDOT) through their Access Permit and Notice-to-Proceed review, approval and permitting processes. The Subdivider obligation will also include all other related improvements including subgrade, lighting, sidewalks & related, crosswalks, signage, striping, curbing, utilities, guardrail, stormwater, and landscaping, as determined by CDOT. The widening improvement may be along the west or east side of the existing First Street (SH 79), as determined by CDOT.

Timeline Sequence:

Required prior to third (3rd) Town Building Permit issued for The Shops at Bennett Subdivision, Amendment 1 lots (that is, not including the Dollar General Store Building Permit). The timeline may be extended by the Town Manager based on communications with the Subdivider considering status and progress of the Subdivider designs, engineering and permit applications with CDOT, and possible Subdivider surety guarantees posted against the best-estimate costs of the improvements.

Party Responsible for Design & Engineering:

Subdivider.

Party Responsible for Permitting:

Subdivider.

Party Responsible for Easement/Right-of-Way Acquisition:

Subdivider.

Party Responsible for Construction:

Subdivider.

Cost Allocation Notes:

- Subdivider shall be responsible for the cost of the construction of the required improvements, as determined by review, approval and Permitting by the Colorado Department of Transportation (CDOT).
- There will be no Town cost contribution for design, engineering, permitting nor construction.
- No Town Transportation Development Impact Fee or other credit or reduction is available for this improvement.
- No upsize or cost reimbursement is available for this improvement, unless the Town specifically requests additional improvements beyond what CDOT requires through their review, approval and Permitting process.

Improvement:

First Street (State Highway 79) Sidewalk Improvements

Scope / Description:

Sidewalk construction reimbursement to the Town for concrete sidewalk extending from the Dollar General south property line, south to the Bennett Avenue south right-of-way property line.

Timeline Sequence:

Improvement is currently constructed and in use. Timing is with regard to reimbursement payment to the Town.

Party Responsible for Design & Engineering:

Design and engineering was provided by the Town at time of construction.

Party Responsible for Permitting:

Project permitting was provided by the Town at time of construction.

Party Responsible for Easement/Right-of-Way Acquisition:

Easement and right-of-way acquisition was provided by the Town at time of construction.

Party Responsible for Construction:

Construction of the improvements were provided and paid by the Town at time of construction.

Cost Allocation Notes:

- Subdivider shall be responsible for the cost of the construction of the required improvements, as supported by Town invoices and receipts.
- There will be no Town cost contribution.
- No Town Transportation Development Impact Fee or other credit or reduction is available for this improvement.
- No upsized or cost reimbursement is available for this improvement.

EXHIBIT D

IRREVOCABLE LETTER OF CREDIT
STANDARD FORM

[TO BE FINALIZED WITH ISSUER]

[date of Letter of Credit - the date the credit is opened]

Town of Bennett, CO

207 Muegge Way

Bennett, CO 80102

Attn: Town Clerk:

We hereby issue our Irrevocable Letter of Credit Number in your favor for the account of _____, in an amount not to exceed _____ effective immediately and expiring at our counters on (except November 1 - March 1) or any extended expiration date as indicated below.

Funds under this Letter of Credit are available for payment by sight, by presentation of your sight draft(s) substantially in the form of Exhibit "A" accompanied by your written certificate substantially in the form of Exhibit "B".

Partial and multiple drawings are permitted.

This Letter of Credit will automatically be extended for a period of sixty (60) days from the present or any future expiration date unless we notify you in writing by certified mail thirty (30) days prior to any expiration date that we elect not to renew this Letter of Credit for any additional period.

We hereby engage with you that all drawings in conformity with terms and conditions of the Letter of Credit will be duly honored upon presentation to our counters on or before any expiration date as indicated above.

All bank charges, including any advising bank charges, are to be charged to (account party's name).

If a demand for payment by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, the bank shall give the Town written notice, and send copy of this notice by FAX to the Town of Bennett (Attn: Town Clerk), within three business days of presentment of any nonconforming draft that the purported negotiation was not effective in accordance with the terms and conditions of the Letter of Credit, stating with particularity the reasons therefore. The bank will hold all documents at the bank for the Town, or send them to the Town, at the Town's option. Any such nonconforming demand may be corrected and resubmitted within three (3) business days of receipt of the bank's mailed notice of nonconformity. A resubmittal will be deemed to have been presented to the bank on the date of the original demand for payment.

We are a current member of (FDIC) (FSLIC).

This credit is subject to the Uniform Customs and Practice for Documentary Credits, 1993 revision,

ICC publication number 500.

This Irrevocable Letter of Credit sets forth in full the terms of our undertaking and such undertaking shall not in any way be modified, amended or amplified by reference to any document or instrument referred to herein or in which the Irrevocable Letter of Credit relates and any such reference shall not be deemed to incorporate herein by reference any document or instrument.

Sincerely,
(Bank)

EXHIBIT A TO LETTER OF CREDIT
DRAFT FOR PAYMENT DRAWN UNDER

IRREVOCABLE LETTER OF CREDIT NO. _____

DATE: _____, 200__.

PAY TO: The account of the Town of Bennett, Colorado, Account

No. _____, at _____,

Colorado, THE SUM OF _____ DOLLARS

(\$ _____).

TOWN OF BENNETT, COLORADO

By: _____
Town Clerk

EXHIBIT B TO LETTER OF CREDIT

To: _____

CERTIFICATE FOR PAYMENT

The undersigned, a duly appointed officer of the Town of Bennett, Colorado (the "Town"), hereby certifies to _____ (the "Bank"), with reference to the Bank's Irrevocable Letter of Credit No. _____ (the "Letter of Credit"), issued by the Bank in favor of the Town, that:

- (1) The undersigned is the Town Clerk for the Town.
- (2) The Town is authorized to make a drawing under the Letter of Credit.
- (3) The amount which is due and payable from the Letter of Credit is \$ _____, and the amount of the sight draft accompanying this certificate does not exceed such amount.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

TOWN OF BENNETT, COLORADO

By: _____ Mayor

ATTEST:

EXHIBIT E

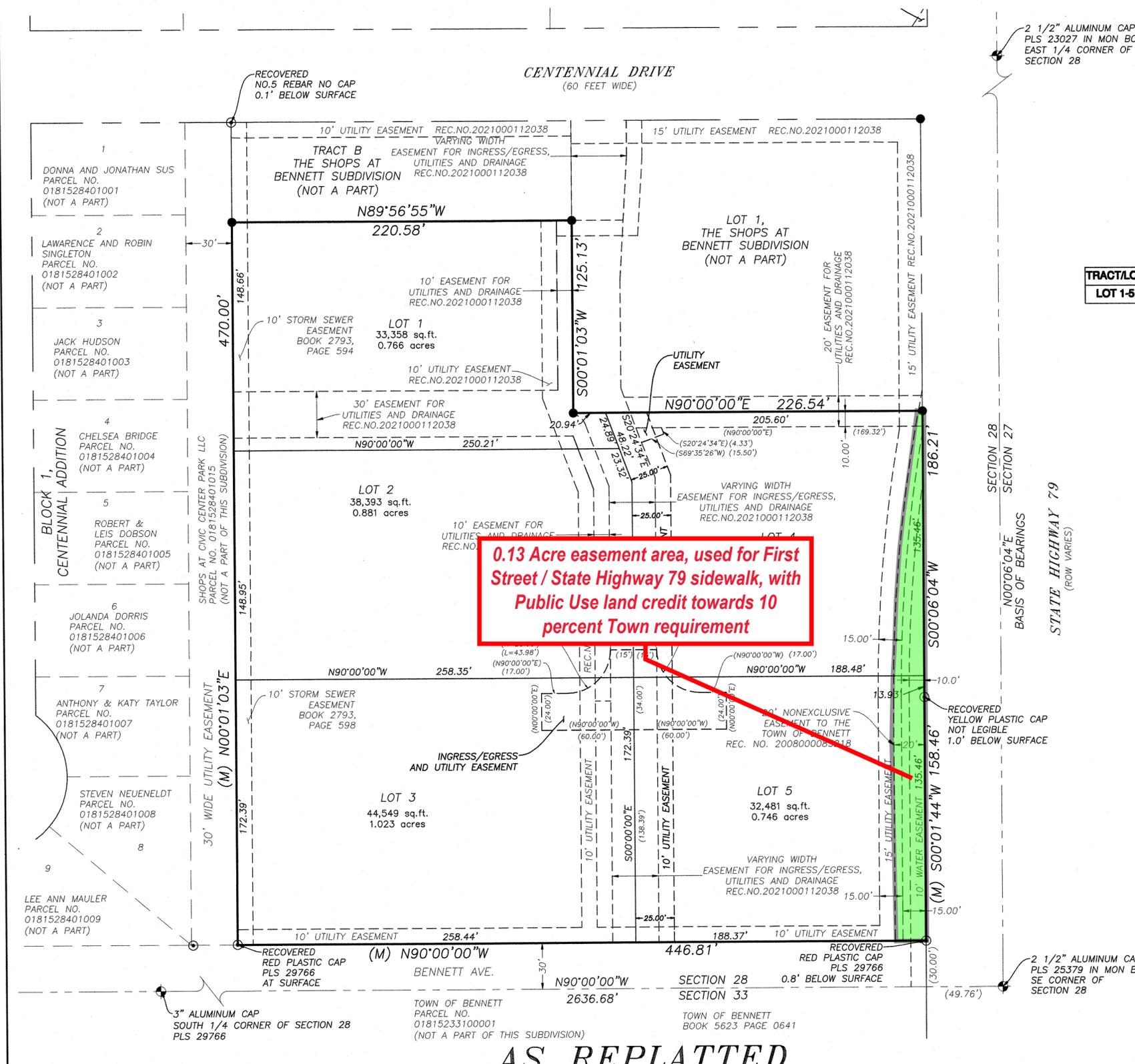
Lots to be Conveyed to Town

There are no lots to be conveyed to the Town. The Subdivider and/or Land Owner has provided the Town with an easement, currently used in part for the Town's regional, concrete State Highway 79 Trail, and covering approximately 0.13 acres in area. The Subdivider is being given public land use credit for this easement area, per Section 4.0 of the Subdivision Agreement.

COPY

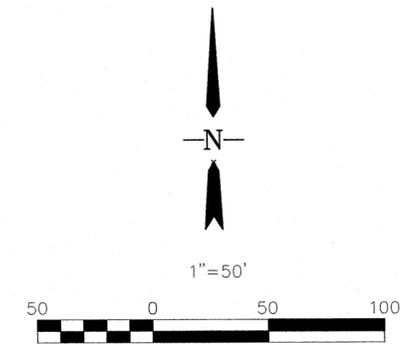
THE SHOPS AT BENNETT SUBDIVISION, AMENDMENT NO.1 FINAL PLAT

A REPLAT OF TRACT A, THE SHOPS AT BENNETT SUBDIVISION,
 A PART OF THE SE 1/4 OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 63 WEST
 OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO
 SHEET 3 OF 3



LAND USE TABLE	
GROSS ACREAGE	4.170
NUMBER OF LOTS / ACREAGE	5/4.170
NET ACREAGE FOR PUBLIC STREETS	0
NET ACREAGE FOR PRIVATE USE	4.170

TRACT OWNERSHIP AND MAINTENANCE			
TRACT/LOT	PROPOSED USE	OWNERSHIP	MAINTENANCE
LOT 1-5	FUTURE DEVELOPMENT	SHOPS AT CIVIC CENTER PARK LLC	OWNER OR ASSIGNS



LEGEND

- SECTION LINE ---
- TRACT/LOT LINE ---
- EXISTING EASEMENT ---
- PROPOSED EASEMENT ---
- EASEMENT DIMENSION (45.94')
- FOUND MONUMENT AS SHOWN ⊙
- NO.4 PIN AND YELLOW CAP PLS 34583 AT GRADE ●
- PLSS CORNER (AS SHOWN) ⬠
- AL - ALUMINUM
- MON - MONUMENT
- T.O.B. - TOWN OF BENNETT
- (P) - PLATTED
- (M) - MEASURED

**Ridgeline
Land Surveying**

4345 BEVERLY STREET, UNIT C
 COLORADO SPRINGS, CO 80918
 TEL: 719.238.2917

PREPARATION DATE	1/1/2022
TOWN COMMENTS	4/5/2022
ACCESS DRIVE	9/8/2022
ADDED NOTES 19-20	11/17/2022

AS REPLATTED

EXHIBIT F

PHASING PLAN

No Phasing Plan currently proposed.

May be updated per applicable Subdivision Agreement terms.

RESOLUTION NO. 972-23

**A RESOLUTION APPROVING A SUBDIVISION AGREEMENT FOR
THE SHOPS AT BENNETT SUBDIVISION, AMENDMENT NO. 1**

WHEREAS, the Board of Trustees previously approved a Final Plat for The Shops at Bennett Subdivision, Amendment No. 1; and

WHEREAS, a Subdivision Agreement was required as a condition of approval of the Final Plat.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF
THE TOWN OF BENNETT, COLORADO:**

Section 1. The Subdivision Agreement for The Shops at Bennett Subdivision, Amendment No. 1 is hereby approved in essentially the same form as the copy of such Agreement accompanying this resolution.

Section 2. The Mayor is hereby authorized to execute the Agreement, except that the Mayor and Town Manager are hereby further granted the authority to negotiate and approve such revisions to said Agreement as the Mayor and Manager determine are necessary or desirable for the protection of the Town, so long as the essential terms and conditions of the Agreement are not altered.

INTRODUCED, READ AND ADOPTED THIS 25TH DAY OF APRIL 2023.

TOWN OF BENNETT, COLORADO

Royce D. Pindell, Mayor

ATTEST:

Christina Hart, Town Clerk

Suggested Motion

I move to approve Resolution No. 972-23 – A resolution approving a Subdivision Agreement for The Shops at Bennett Subdivision, Amendment No. 1.

STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees
FROM: Trish Stiles, Town Manager
DATE: April 25, 2023
SUBJECT: Emergency Ordinance Amending Chapter 10 of the Bennett Municipal Code Concerning the Possession, Sale, and Consumption of Tobacco and Nicotine Products and Marijuana by Minors

Background

Staff presented an Ordinance amending Chapter 10 of the Bennett Municipal Code concerning the possession, sale and consumption of tobacco and nicotine products and marijuana by minors during the April 11th study session.

The Adams County Sheriff's office and the Bennett School District 29J attended the study session reporting their concerns surrounding the issues with vaping and possession of marijuana in both the high school and middle school.

Bennett School District 29J High School Dean, Melissa Klomp, reached out to Staff asking when the vaping ordinance would be presented to the Board and if passed when the ordinance would go into effect.

Staff is recommending the proposed ordinance be declared as an emergency ordinance due to the urgent safety, welfare and preservation of public health at Bennett Municipal School District 29J.

The last day of the school is May 25th.

Proposed Amendments

The attached Amended Ordinance includes the following:

- The addition of new Sections 10-6-80 and 10-6-90
- Makes unlawful the consumption, possession or purchase or attempt to purchase any tobacco or nicotine product;
- Makes unlawful for any person to furnish to any person who is under the age of twenty-one (21) years any tobacco or nicotine product by gift, sale or any other means;
- Defines tobacco and nicotine products;
- Makes unlawful the consumption or possession marijuana;
- Immunity for an underage person to call 911 in good faith to report medical assistance due to marijuana consumption;
- Adds violation provisions;
- Adds definitions of Marijuana and Registry Card.

Staff Recommendation

Staff recommends the Board of Trustees adopt Ordinance No. 769-23 an emergency amending Chapter 10 of the Bennett Municipal Code concerning the possession, sale and consumption of tobacco and nicotine products and marijuana by minors.

Attachments

1. Emergency Ordinance No. 769-23

ORDINANCE NO. 769-23

AN EMERGENCY ORDINANCE AMENDING CHAPTER 10 OF THE BENNETT MUNICIPAL CODE CONCERNING THE POSSESSION, SALE AND CONSUMPTION OF TOBACCO AND NICOTINE PRODUCTS AND MARIJUANA BY MINORS

WHEREAS, the Board of Trustees has determined that Chapter 10, Article VI of the Bennett Municipal Code should be amended to address the possession, sale and consumption of tobacco and nicotine products and marijuana by persons under the age of twenty-one; and

WHEREAS, the Board of Trustees has determined that this ordinance furthers and is necessary for the protection of the public health, safety and welfare.

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF BENNETT, COLORADO:

Section 1. Chapter 10, Article VI is hereby amended by the addition of new Sections 10-6-80 and 10-6-90 to read as follows:

Sec. 10-6-80. Prohibited possession and sale of tobacco or nicotine products.

(a) It is unlawful for any person under the age of twenty-one (21) years of age to consume, possess or to purchase or attempt to purchase, either directly or through an intermediary, or in any other manner obtain any tobacco or nicotine product.

(b) It is unlawful for any person to furnish to any person who is under the age of twenty-one (21) years any tobacco or nicotine product by gift, sale or any other means.

(c) Any person who violates any provision of this Section shall be subject to the penalty provided in Sections 1-4-20 and 1-4-30 of this Code. Notwithstanding the foregoing, the Municipal Judge may order any person under the age of twenty-one (21) convicted of violating this section to complete an approved educational class in lieu of, or in addition to, other penalties.

(d) For purpose of this section, *tobacco or nicotine product* means:

(1) Any product that contains nicotine or tobacco or is derived from tobacco and is intended to be ingested or inhaled by or applied to the skin of an individual; or

(2) Any device that can be used to deliver nicotine to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, cigarillo, or pipe.

(3) *Tobacco or nicotine product* does not mean any product that the food and drug administration of the United States Department of Health and Human Services has approved as a tobacco use cessation product.

Sec. 10-6-90. Possession and consumption of marijuana by minor.

(a) It is unlawful for any person under the age of twenty-one (21) years of age to consume or possess marijuana.

(b) It shall be an affirmative defense to a charged violation under this section that the person: (1) on the date of the alleged offense, lawfully possessed a current registry identification card issued by the State of Colorado; and (2) possessed no more marijuana than the amount permitted by Article XVIII, Section 14 of the Colorado Constitution. Such evidence shall be presented at an arraignment or at a pre-trial conference on the offense.

(c) An underage person will be immune from prosecution under this section if the person: (1) called 911 and reported in good faith that another underage person was in need of medical assistance due to marijuana consumption; (2) provided their own name to the 911 operator; (3) was the first person to make the 911 report; and (4) remained on the scene with the medical assistance or law enforcement personnel on the scene.

(d) Any person who violates any provision of this Section shall be subject to the penalty provided in Sections 1-4-20 and 1-4-30 of this Code. Notwithstanding the foregoing, the Municipal Judge may order any person under the age of twenty-one (21) convicted of violating this section to complete an approved educational class in lieu of, or in addition to, other penalties.

(e) For the purposes of this section, the following terms shall be defined as follows:

(1) *Marijuana* has the same meaning as in Article XVIII, Section 16(2)(f) of the Colorado Constitution.

(2) *Registry identification card* shall have the same meaning as in Article XVIII, Section 14(1)(g) of the Colorado Constitution.

Section 2. If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Trustees hereby declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

Section 3. The repeal or modification of any provision of the Municipal Code of the Town of Bennett by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the

enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 4. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 5. The Board of Trustees herewith finds, determines and declares that this ordinance is genuinely and urgently necessary for the immediate preservation of the public health, safety and welfare due to the proliferation of tobacco and nicotine products and marijuana in the Bennett School District and an urgent request from the School District for assistance in enforcing the prohibitions set forth herein. Therefore, the Board of Trustees herewith further finds, determines and declares that it is necessary for this ordinance to take effect immediately upon adoption, provided the same has been adopted and signed by the Mayor and approved by three-fourths of the entire Board of Trustees.

**INTRODUCED, READ, ADOPTED, AND ORDERED PUBLISHED BY TITLE
ONLY THIS 25TH DAY OF APRIL 2023.**

TOWN OF BENNETT, COLORADO

Royce D. Pindell, Mayor

ATTEST:

Christina Hart, Town Clerk

Suggested Motion

I move to approve Ordinance No. 769-23 – An emergency ordinance amending Chapter 10 of the Bennett Municipal Code concerning the possession, sale and consumption of tobacco and nicotine products and marijuana by minors.